THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
JAN 25 2024
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Mikell R. Scarborough, Master in Equity

Appellate Case No. 2023-001739

Richard Young and Jason Greene .... Respondents,

v.

John W. Beasley a/k/a John W. Beasley, Sr.
and Lillian Beasley in their individual capacities
and as Trustees or as Successors in trust under
the Beasley Living Trust dated August 14, 2018,
and any amendments thereto .... Appellants.

RECORD ON APPEAL
VOLUME I (Pages 1-439)

Counsel listed inside front cover

Cheryl D. Shoun (SC Bar No. 5092)
Rhett D. Ricard (SC Bar No. 102353)
Markley Dennis Jr. (SC Bar No. 1639)
MAYNARD NEXSEN, PC
205 King Street, Suite 400
Charleston, SC 29401
cshoun@maynardnexsen.com
rricard@maynardnexsen.com
mdennis@maynardnexsen.com
T: 843-720-1707

Victoria W. Kurtz, Esq. (SC Bar No. 103303)
John C. Johnston, Esq. (SC Bar No. 100140)
JOHNSTON LAW, LLC
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
Victoria@JohnstonLawSC.com
John@JohnstonLawSC.com
T: 843-535-9560

Attorneys for Appellants

Ian D. McVey, Esq.
Lindsey M. Behnke, Esq.
Turner Padget Graham & Laney, P.A.
PO Box 1473
Columbia, South Carolina 29202
imcvey@turnerpadget.com
lbehnke@turnerpadget.com

Joey R. Floyd, Esq.
Bruner Powell Wall & Mullins LLC
PO Box 61110
Columbia, South Carolina 29260
jfloyd@brunerpowell.com

Attorneys for Respondents

INDEX

VOLUME I
(Pages 1-439)

ORDERS

JUDGMENTS

PLEADINGS

MOTIONS AND EXHIBITS

VOLUME II
(Pages 440- 869)

TRANSCRIPTS

VOLUME III
(Pages 870-984)

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-CP-10-03510

Richard Young and Jason Greene,
Plaintiffs,

Vs.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual Capacities and as Trustees or as Successors in trust under the Beasley Living Trust dated August 14, 2018 and Any amendments thereto Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
Rule 56(c), SCRCP

Plaintiff's Motion for Summary Judgment came before me on August 8, 2023 along with several other motions which have been addressed in separate orders issued by this Court. Present at the hearing for the Plaintiff were Ian McVey and Joey Floyd. Present for the Defendants John W. Beasley, Sr. and Lillian Beasley (hereinafter the Beasley Sr. Defendants) was Cheryl Shoun, R. Markley Dennis, and John Johnston.

The Court, on the record with counsel, detailed numerous terms applicable here to clarify the relief sought and defenses thereto. Those terms are: "debt/indebtedness," "judgment," "lien," "mortgage," "note," "release," "satisfaction (both partial and complete)," and "settlement agreement."

In the first "Settlement Agreement and Conditional Release" entered into between these parties on November 20, 2017, the Defendants Beasley, Sr. executed a Promissory Note in the amount of Six Hundred Forty-Seven Thousand Five Hundred and No/100 Dollars ($647,500.00). *Plaintiff's Exhibit G, Tab 1, para. 2a.* This Note acknowledged the debt which was also secured by a mortgage on property owned by the Defendants Beasley Sr.'s. *Exhibit G, Tab 1, para. 2b.* In addition, these same Defendants also executed a confession of judgment on the indebtedness which was subsequently filed of record on May 30, 2019. *Exhibit G, Tab 1, para. 1.*

Thereafter, First Citizens Bank, a senior creditor to the Plaintiffs herein, filed Civil Action No.: 2019-CP-10-4676 to foreclose on its superior mortgage lien. An Order of Foreclosure was entered on March 16, 2020 and the property was scheduled for foreclosure sale; however, prior to the sale, an agreement was reached with First Citizens Bank which avoided the foreclosure sale.

As part of that process, the parties herein entered into a second "Settlement Agreement and Conditional Release" on November 30, 2020. In the second agreement, Plaintiffs agreed to "Release of Judgment Lien as to a Specific Property, Release of the Judgment Lien as to Certain (the Beasley Sr.) Defendants, and Partial Satisfaction of the Judgment." The Release and partial satisfaction were recorded on March 17, 2021. The Second settlement agreement clearly released the Beasley Sr. Defendants and the subject property from the judgment lien.

Defendants argue that the language of the second settlement agreement renders the debt satisfied and, therefore, there is no note and mortgage with which to prosecute this action. Consequently, the Beasley Sr. Defendants allege a counterclaim for abuse of process by the Plaintiffs' pursuit of collection on the Note and foreclosure of the mortgage. In particular, the Defendants point to language in the THEREFORE clause, following the WHEREAS clauses of the first two pages of the agreement, which states "the Creditors fully release and forego all legal,

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP100351O

equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder." The Agreement details the payment of "The Settlement Sum" of $50,000.00 in return for the "Release of Judgment." *Exhibit G, Tab 2, para 1& 2.*

Both parties agree the sum of $75,000 was paid via the two settlement agreements and that the language of the written agreements control. They also agree the documents are unambiguous and present no genuine issue of material fact. The parties disagree over what was released by the Settlement Agreements and whether or not the debt has been satisfied.

SUMMARY JUDGMENT STANDARD

Rule 56 (c) of the South Carolina Rules of Court provides: "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." This rule has been in effect since 1985 and has been reaffirmed by the Supreme Court in *The Kitchen Planners, LLC v. Friedman*, Opinion No. 28173 issued on August 23, 2023. "We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule." The court went on to restate, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." The court went on to overrule the *Hancock* decision. 381 SC 326, 673 SE 2d 801 (2009.)

"When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Bluestein v. Sullivan's Island*, 429 S.C. 458, 839 S.E. 2d 879 (2020). "Nevertheless, when the evidence is

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

susceptible of only one reasonable interpretation, summary judgment may be granted." *Brooks v. Northwood,* 327 S.C. 400, 489 S.E. 2d 647 (Ct. App. 1997).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This Court has thoroughly reviewed the record in this case and, in particular, the language of both settlement agreements. The 2017 settlement agreement provided for multiple methods by which Plaintiffs could seek to collect on their debt– whether by confession of Judgment, suit on the Note and foreclosure of the mortgage given to secure the Note. The 2020 settlement agreement only addressed the language of the Judgment lien, recorded on May 30, 2019 in 2019-CP-10-2849, following default of the terms of the 2017 agreement.

The Court finds Paragraph 5 of the second Settlement Agreement significant in that it "constitutes the entire agreement … supersedes all prior understandings or agreements … on the subjects contained herein." Ex. G, Tab 2. (emphasis added). There is no reference anywhere in the Second Settlement Agreement as to the Note and Mortgage which were included in the first Settlement Agreement. Paragraph 16 is also significant as it provides, "Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record." Ex. G, Tab 2, para. 16 (p. 5 of 9). Accordingly, absent any discussion of the note and mortgage, those subjects were not included in the second agreement. In addition, paragraph 16 makes it clear that the terms of the first agreement, which included the note and mortgage, remained in effect.

The Court finds that the confession of judgment was partially satisfied and released as a judgment lien from both the property (*in rem*) and as a judgment lien against the Beasleys Sr. (*in personam*). The Court concludes as a matter of law, however, that the debt secured by the note and

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

mortgage was never satisfied nor extinguished as a lien. Instead, the debt was reduced by the Seventy-Five Thousand and No/100 Dollar ($75,000.00) payments, but the Note was never satisfied and, therefore, the mortgage has not been satisfied and cancelled of record.

The Court cites as authority the case of *Lever v. Lighting Galleries, Inc.*, 374 S.C. 30 (2007) and notes several cases cited therein for additional authority for the Court's ruling. In *Nichols v. Briggs,* 18 S.C. 473 (1883), the court stated, "nothing short of an actual payment of the debt or an express release, will operate as a discharge of the mortgage." (The mortgage debt exists independently of the note . . . it depends rather on the existence of the debt it is given to secure). "It is well settled that the effect of the statute (of limitations) is only to take away the remedy, and not to extinguish the debt. When a security is barred the debt is not ... discharged." *Wilson v. Kelly*, 16 S.C. 216 (1881) (where the debt was discharged in bankruptcy). "Though the debt be barred, the lien may be enforced." 18 S.C. at 486. As the statute of limitations of a mortgage is twenty years, the debt still exists as a result of the mortgage lien as security for the debt. Furthermore, the mortgage remained a lien on the property as the First Citizens foreclosure sale never occurred.

In *Satterwhite v. Kennedy*, 34 S.C.L. 457 (1849), the court stated, "a creditor shall not have two satisfactions for the same debt, but there is no inconsistency in his pursuing two remedies. If one produces satisfaction, that is a bar for the other. A mortgage is a specific lien, and a judgment is a general lien. Both may be consistently pursued until the debt is satisfied." 34 S.C.L at 459. Here the only satisfaction was a partial release of the judgment lien and release of the property from the judgment lien. Therefore, the underlying debt remains.

In *Swindler v. Swindler*, the Court of Appeals, in discussing S.C. Code Section 29-3-310, stated a mortgagee "who has received full payment or satisfaction...of his debts...secured by a mortgage on the real estate shall ... enter satisfaction ... on the mortgage." 355 S.C. 245, 253

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

(2003). This Section contemplates satisfaction of the debt, the note, and satisfaction of the mortgage as separate actions. Accordingly, the debtor must satisfy the note before the mortgagee must enter satisfaction of the mortgage. See *Quarter Point Ventures, LLC v. Lineberger*, Op. No. 2019-UP-206 (Ct. Apps. 2019).

In *Young v. Pitts,* 155 S.C. 414 (1930), the Supreme Court distinguished between a release of mortgage and a satisfaction of mortgage when the satisfaction was recorded by mistake when no payments were made. While there was a partial payment in this action and a partial satisfaction entered upon the record, there was no extinguishment of the debt and therefore, the note and mortgage liens remain on the property. This distinction was clearly set forth in the case of *U.S. Bank Trust Nat. Ass'n v. Bell*, 385 S.C. 364 (Ct. App. 2009). There, Judge Pieper writing for the Court of Appeals, ruled the Bank's legal right to declare the entire balance due and right to commence a foreclosure action could not be taken away or nullified by a partial tender. The Court also stated "payment of a debt is not considered made until it is accepted by the creditor with the intention of extinguishing the debt." The Court goes further and states "the construction of a clear and unambiguous contract presents a question of law for the courts." 385 S.C. at 379.

In this instance, both parties agree that there is no genuine issue of material fact. Here the facts are well known and ready for determination as a matter of law. The issue before the Court is whether or not the Plaintiffs retained their right to foreclose on the note and mortgage liens after receipt of the partial satisfaction and release of the judgment lien. As a matter of law each of these liens (note, mortgage, and judgment) provide distinct remedies for pursuit of one debt and, as that debt has not been satisfied, I conclude that the Plaintiff's Motion for Summary Judgment should be **GRANTED.**

Plaintiff is entitled to pursue collection on its Note by way of foreclosure of the mortgage pursuant to the usual terms of sale as set by this Court.

IT IS SO ORDERED!

SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Order/Summary Judgment

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-08-23 16:10:14 page 8 of 8

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON** Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	**IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT** **CASE NO.: 2022-CP-10-03510** **ORDER AND JUDGMENT OF FORECLOSURE AND SALE** **John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto pursuant to S.C. Code §29-3-650** **(Deficiency Waived)**

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment. Any appeal from the final judgment entered by the Master in Equity shall be directly to the South Carolina Supreme Court or South Carolina Court of Appeals, as provided in the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held on September 27, 2023. Present at said hearing were Ian D. McVey and Joey Floyd for Plaintiffs, as well as the Plaintiffs themselves. Cheryl D. Shoun, R. Markley Dennis, Jr., Rhett Ricard, John C. Johnston and Victoria W. Kurtz appeared for the Beasley Defendants, none of whom were present at the hearing. This Court has previously determined that Plaintiffs are entitled to Summary Judgment on all issues contested by Defendants. *See Order Granting Plaintiffs Motion for Summary Judgment entered*

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

on August 23 ,2023. Plaintiffs' initial Motion for Summary Judgment was properly supported by an Affidavit of Plaintiffs' attesting to the Debt due and owing by the Beasley Defendants. Plaintiffs filed a Motion for Foreclosure Hearing and Award of Attorney's Fees and Costs. Said motion was supported by an Updated Affidavit of Debt as well as Affidavits of Attorney's Fees and Costs from counsel for Plaintiff. Based on the evidence presented to this Court, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on August 4, 2022 and the Amended Lis Pendens was filed on August 22, 2022.

2. The Summons and Complaint were filed on August 4, 2022 and the Amended Summons and Amended Complaint were filed on August 22, 2022.

3. Service was made upon the Defendants named in this Report as is shown by the Affidavits of Service filed herein.

4. The Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto (collectively referred to herein as "Beasley Defendants" or "the Beasley Defendants") were served and an Answer to the Amended Complaint was timely filed on their behalf on August 26, 2022, along with Counterclaims. The Counterclaims have been dismissed and/or are being dismissed by way of a separate Order of this Court.

5. The Defendant The United States of America, by and through its agency, the Internal Revenue Service filed an Answer through their attorney George J. Conits. The United States of America has also filed a Disclaimer of Interest in this civil action (filed on October 14,

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

2022), wherein the Internal Revenue Service disclaimed its interest in the real property that is the subject of this civil action. Defendant the United States of America was dismissed pursuant to an Order Granting Partial Summary Judgment on August 23, 2023.

6. The Defendant South Carolina Department of Revenue was served and an Answer was filed by the South Carolina Department of Revenue on October 7, 2022.

7. The Defendants Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc. and Anna Pruitt are in default as more particularly described in the Order Granting Partial Summary Judgment which resolved certain issues related to title, filed on August 23, 2023.

8. The Defendants were notified of the time, date, and place of the hearing in this matter and Counsel for the Defendants appeared at said hearing.

9. With the formal discontinuance of the Home Affordable Modification Program (HMP) on December 31, 2016, South Carolina Administrative Order 2009-05-22-01 has expired by operation of law and is no longer applicable.

AS TO THE SECOND CAUSES OF ACTION

10. For value received, the Beasley Defendants made, executed and delivered to the Plaintiffs Ricky Young and Jason Greene (collectively referred to herein as "Plaintiffs") a promissory note dated November 20, 2017, promising thereby to pay the sum of Six Hundred Forty-Seven Thousand and Five Hundred Dollars and 00/100 ($647,500.00), with interest thereon, the terms of which are more fully explained by reference thereto ("Note"). Other terms and conditions are stated in the Note, which is of record in this civil action (electronically filed with the Plaintiffs' initial pleadings, as an exhibit to the original Complaint and the Amended Complaint and/or filed numerous times with this Court in connection with the various motion hearings).

11. To better secure the payment of the Note described above, the Beasley Defendants made, executed and delivered to Plaintiffs a Mortgage in writing, dated November 20, 2017, covering real property in Charleston County, which is the same as that described in the Complaint, with an address of 1050 Sea Eagle Watch, Charleston, SC 29412. The Mortgage was recorded on December 8, 2017 and is of record in the Office of Register of Deeds for Charleston County in Mortgage Book 0684 at Page 902.

12. Said Mortgage constitutes a second priority lien on the Subject Property subordinate only to that certain mortgage to Community First Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Book 610 at page 484.

13. Payment due on the Note was not, and has not been, made as provided for therein, and the Plaintiffs, as the holder thereof, have elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

14. In accordance with the terms of the Note, the Beasley Defendants are responsible for the costs and attorneys fees in the amount of fifteen (15%) percent of the outstanding balance due as attorney fees for Plaintiffs' attorney for services performed and anticipated to be performed until final adjudication of the within action under the terms of the Note and Mortgage. See *West v. Gladney,* 341 S.C. 127, 533 S.E.2d 334. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. The outstanding balance due, as of September 5, 2023, is Nine Hundred Thirty One Thousand Ninety Seven dollars and 41/100 ($931,097.41). As such, the attorneys fee for services rendered by Plaintiffs' counsel is $139,541.61, which I find to be reasonable having given due consideration

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP100351O

to the factors set forth in *Dedes v. Strickland,* 307 S.C. 155, 414 S.E.2d 134 (1992).[1] This case is a contested foreclosure action and includes some issues related to title clean-up / quiet title. The Plaintiffs' actions in this foreclosure matter have been contested from day one in this litigation. Counsel for the Plaintiffs' (both of them/their firms) have devoted a significant amount of time in connection with their pursuit of this foreclosure on the part of the Plaintiffs. The Plaintiffs have conducted written discovery, filed a motion to compel, filed and defended numerous motions, attended multiple motion hearing dates (with numerous motion hearings), filed memoranda in support and in opposition to various motions. Both attorneys for the Plaintiffs have been practicing for approximately twenty years and both attorneys are well respected for their practices. The Promissory Note at issues in this civil action expressly provides that the attorneys' fee is fifteen percent (15%) of the outstanding balance due. A fifteen percent (15%) fee is at, or below, the fee that would be customarily charged in this locality for similar legal services, particularly in light of the litigious fight in this lawsuit (coupled with the likelihood of an appeal). Without question, Plaintiffs' Counsel have achieved the most beneficial result possible at this point in time, since an award of Summary Judgment in favor of the Plaintiffs has been issued. In light of these factors, duly considered by this Court, the fee being requested by Plaintiffs in this matter is indeed reasonable.

15. The amount due and owing on the Note, secured by the above-referenced Mortgage, with interest at the rate provided in the Note and other costs and expenses of collection, including an attorney's fee, is as follows:

[1] *See Dedes V. Strickland,* 307 S.C. at 160, 414 S.E.2d at 137 (1992) ("Where a contract provides for reasonable attorney's fees without specifying a rate or amount, the issue of attorney's fees is left to the discretion of the trial judge and will not be reversed on appeal unless there is a showing of an abuse of discretion. Factors to consider by the trial court in making a determination as to attorneys' fees are: 1) The nature, extent and difficulty of the legal services rendered; 2) the time and labor necessarily devoted to the case; 3) the professional standing of counsel; 4) the contingency of compensation; 5) the fee customarily charged in the locality for similar legal services; and 6) the beneficial result obtained.")

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

(A)	Principal Due	$572,500.00
(B)	Interest to Sept. 5, 2023, @ 12%, Per Diem: $205.01	$358,597.41
	(thru 9/2722, 22 days * $205.01)	$4,510.22
(C)	Cost of Collection prior to hearing (service, filing, etc.)	$4,487.92
(D)	Attorney's Fee	$139,541.61

Total debt secured by Note and Mortgage, including interest to September 27, 2023 **$1,079,637.16**

**** Plus interest accruing thereon at $205.01/day**

Interest for the period from the date shown in (B) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate (per the terms of the Note) of 12.0% per annum on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

16. The following Defendants claim, or may claim, a lien upon or interest in the subject Property, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendants and such claims or liens are as follows:

a. The South Carolina Department of Revenue due to various liens filed by the South Carolina Department of Revenue. Plaintiff alleges that the liens are against a different John W. Beasley than the John W. Beasley that is the owner of the Property at issue in this civil action and the Court finds the liens do not attach to the Property.

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

17. Anna Pruitt was named as a defendant herein by virtue of any claim she may have to the Property by virtue of the Deeds to her from Dr. A. Bert Pruitt, Jr., recorded April 1, 2002 in Book R401 at Page 216 and May 29, 2003 in Book S450 at Page 717. I find it was the intent that Anna Pruitt be deeded Lot 6 as shown on the Plat recorded in Book DD at Page 586 and find that Anna Pruitt has no interest or claim to the Property to be foreclosed herein. The Court craves reference and incorporates herein that certain Order Granting Partial Summary Judgment entered on August 23, 2023.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. With the formal discontinuance of the Home Affordable Modification Program (HMP) on December 31, 2016, South Carolina Administrative Order 2009-05-22-01 has expired by operation of law and is no longer applicable.

2. Plaintiffs' Mortgage is declared a valid first priority lien on the Subject Property as affected by the Order Granting Partial Summary Judgment, and Plaintiffs should have judgment of foreclosure of their Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

3. That there is due to the Plaintiffs on the Note and Mortgage set forth in the Amended Complaint the sum of One Million Seventy Nine Thousand Six Hundred Thirty Seven Dollars and 16/100 ($1,079,637.16), as of September 27, 2023, with per diem interest accruing thereon at $205.01 per day, representing the Total Debt due Plaintiffs as set out in paragraph fifteen *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraphs (the "Total Debt" as set forth

in paragraph twenty-five *supra* and later accrued interest on the principal) shall constitute the total judgment debt against the Beasley Defendants and shall bear interest hereafter at the rate of 12.0% per annum.

5. That the Beasley Defendants liable for the aforesaid debt on the Mortgage shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiffs, or Plaintiffs' attorneys the amount of Plaintiffs' debt as aforesaid, together with the costs and disbursements of this action.

6. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity at public auction, at Charleston County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on day following such holiday), on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent) at time of bid, same to be applied on the purchase price only upon compliance with the bid, but in the case of non-compliance within thirty (30) days, same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 8.25% per annum per the First Note.

C. The sale shall be subject to real property taxes and assessments, existing easements and restrictions of record.

D. The purchaser is to pay for deed stamps and costs of recording the deed.

7. A personal or deficiency judgment having been waived, bidding shall not remain open for thirty (30) days after the date of sale, and shall be final upon that date.

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

8. Should the Plaintiffs or Plaintiffs' agent fail to appear at the time of the sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale.

7. If Plaintiffs are the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiffs' indebtedness.

8. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiffs, or any other party to this action, may become a purchaser at such sale, and that if upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

9. That the undersigned Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action,

NEXT: To the payment to the Plaintiffs or Plaintiffs' attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus will be held pending further Order of this Court.

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

10. IT IS FURTHER ORDERED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants holding record title and in possession herein, the Sheriff of Charleston County is hereby ordered and directed to eject and remove from the premises the named Defendants holding record title to the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. IT IS FURTHER ORDERED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants holding record title and in possession herein, and the property remains occupied by a person or persons holding or claiming to hold the property under lease from the record title holders, or who otherwise may have rights or protections under Federal or State statutes protecting such lessees, the Sheriff of Charleston County shall only be ordered and directed to eject and remove from the premises those occupants under the terms stated above, after a hearing as directed by this court and under such order or writ as may be issued by this court as deemed equitable under the circumstances.

12. And it is further ORDERED, ADJUDGED AND DECREED that the Beasley Defendants named herein and all other Defendants named herein, and all persons whosoever claiming under them or it, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof.

13. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall contain the names of only

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. Said deed of conveyance shall be indexed in the grantor index by the Charleston County Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity who executes such deed as grantor.

14. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance, any issues concerning the appraisal statutes, and disposing of any surplus funds pursuant to Rule 71(c), SCRCP.

15. This case was referred to a Master-in-Equity for Charleston County to direct entry of final judgment in this action under Rule 53, SCRCP. Any appeal from the final judgment entered by the Master-in-Equity shall be directly to the South Carolina Court of Appeals.

16. The following is a description of the premises herein ordered to be sold:

ALL that certain piece, parcel, or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the ROD Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed herein, said easement being shown on the aforementioned plat recorded in Plat book DD at page 586.

ALL of my right, title and interest in and to the marsh located along new Lot 4 conveyed herein and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland"

and further subject to the authority of the South Carolina Coastal Council, now known as the Office of the Ocean and Coastal Resource Management, in "critical areas" as defined in §49-39-10 et seq., 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated pursuant thereto.

BEING the same property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the ROD Office for Charleston County in Book H475 at page 025. Thereafter John W. Beasley and Lillian J. Beasley conveyed the property to John W. Beasley and Lillian J. Beasley, Trustees, or their successors in trust, under the Beasley Living Trust, dated August 14, 2018, by quit claim deed recorded August 29, 2018 in Book 0743 at Page 826.

Tax Map #427-00-00-102
Property Address: 1050 Sea Eagle Watch, Charleston, SC 29412

[Electronic Signature of the Master in Equity to follow.]

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Oct 06 2:49 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-10-06 14:06:45 page 13 of 13

ELECTRONICALLY FILED - 2023 Oct 06 2:45 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2022-CP-10-03510 **ORDER DENYING THE BEASLEYS MOTION FOR RECONSIDERATION**

THIS MATTER CAME BEFORE THE UNDERSIGNED on a Motion for Reconsideration, filed on September 1, 2023, on behalf of John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto (collectively, "Beasleys" or the Beasley Defendants"). A hearing was held on September 27, 2023. Present at said hearing were Ian D. McVey and Joey Floyd for Plaintiffs Richard Young and Jason Greene (collectively, "Plaintiffs"). The Plaintiffs were also present. Cheryl D. Shoun, R. Markley Dennis, Jr., Rhett Ricard, John C. Johnston and Victoria W. Kurtz appeared for Defendants the Beasley Defendants. None of the Defendants were present.

This Court has carefully reviewed the memoranda submitted by the parties, the affidavits submitted by Plaintiffs in support of their motion for summary judgment and carefully listened to the arguments of counsel at every hearing in this matter.[1] At its core, the Beasley Defendants argument is that this Court should inject an additional term into the Settlement Agreement (executed in late November/early December 2020, referred to herein as "Second Settlement Agreement"). To be more specific, the Beasley Defendants are seeking an Order of this Court to require the Plaintiffs to satisfy the Promissory Note dated November 20, 2017 and Mortgage dated November 20, 2017, recorded December 8, 2017 in the office of Register of Deeds in Book 0684 at page 902, executed and delivered by the Beasley Defendants in late November/early December of 2017 in connection with what has been referred to as the "First Settlement Agreement." As more fully set forth in this Court's Order granting Plaintiffs' Motion for Summary Judgment, there is no such requirement in the Second Settlement Agreement.

The Beasley Defendants acknowledge in their Motion for Reconsideration that the words "Note" and "Mortgage" do not appear in the Second Settlement Agreement. In spite of the fact that the words "Note" and "Mortgage" do not appear in the Second Settlement Agreement, the Beasley Defendants arguments twist the plain meaning of words and cherry-pick certain clauses, out of context, in the Second Settlement Agreement in an effort to persuade this Court to inject an additional term into the Second Settlement Agreement. "A contract is read as a whole document so that one may not create an ambiguity by pointing out a single sentence or clause." *McGill v. Moore*, 381 S.C. 179, 185, 672 S.E.2d 571, 574 (2009).

A simple reading of the Second Settlement Agreement clearly reveals that the intent of the Second Settlement Agreement was to release the Confession of Judgment executed and delivered by the Beasley Defendants as part of the First Settlement Agreement as to certain Defendants. Numbered paragraphs 1 and 2 of the Second Settlement Agreement clearly delineate the

[1] Defendants have submitted no affidavits in support of any of its motions nor in opposition to Plaintiffs' Motion for Summary Judgment.

ELECTRONICALLY FILED - 2023 Oct 06 2:45 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

consideration to be paid (paragraph 1) and the obligation of the Plaintiffs to file the Release of Judgment Lien as to Specific Property, Release of Judgment Lien as to Certain Defendants, and Partial Satisfaction of Judgment (paragraph 2). There is no obligation or requirement that the Plaintiffs satisfy the Note and Mortgage in the Second Settlement Agreement. In fact (and as previously noted in the Court's August 23, 2023, Order Granting Summary Judgment), the words Note and Mortgage appear nowhere in the Second Settlement Agreement nor the Release of Judgment Lien as to Specific Property, Release of Judgment Lien as to Certain Defendants, and Partial Satisfaction of Judgment. Had the parties intended for the Plaintiffs to be obligated to satisfy the Note and Mortgage, the parties would have inserted a simple phrase that stated: "Plaintiffs shall file a Satisfaction of Mortgage." Therefore, there is no obligation under the Second Settlement Agreement for the Plaintiffs to satisfy the Mortgage, and the Plaintiffs are entitled to pursue their remedy of foreclosure of the mortgage.

The Beasley Defendants noted in their Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment that there were no issues of material fact. ("The Beasleys agree that there are no issues of material fact that exist in this case..." See *Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment*, filed August 8, 2023 at 8:39 a.m., Page 7, second sentence of the paragraph just before the Conclusion paragraph of the memorandum.). Notwithstanding this statement, the Beasley Defendants suggested to this Court during the hearing on September 27, 2023, that there were eight issues of fact, none of which were raised by the Beasley Defendants in their Memorandum of Opposition to Summary Judgment. *See Patterson v. Reid*, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995) ("A party cannot for the first time raise an issue by way of a Rule 59(e)[, SCRCP,] motion which could have been raised at trial."); *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 567, 762 S.E.2d 693, 695

ELECTRONICALLY FILED - 2023 Oct 06 2:45 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

(2014) ("[A] party cannot use a Rule 59(e)[, SCRCP,] motion to advance an issue the party could have raised to the [trial] court prior to judgment, but did not."). This Court agrees with the first position taken by the Beasley Defendants – that there are no genuine issues of material fact. *The Kitchen Planners, LLC v. Friedman*, Opinion No. 28173 issued on August 23, 2023. ("We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule." The court went on to restate, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine.")

Notably, the Beasley Defendants did not submit any Affidavits in connection with their response to Plaintiffs' Motion for Summary Judgment. In fact, Defendants have offered no evidence in opposition to Plaintiffs' Motion for Summary Judgment and simply attempt to rely on their pleadings. The Beasley Defendants cannot simply rely on, or rest on, the allegations in the pleadings. See *Singleton v. Sherer*, 377 S.C. 185, 197–98, 659 S.E.2d 196, 203 (Ct. App. 2008). The Plaintiffs' Affidavits were unopposed and clearly notate that the debt owed by the Beasley Defendants has not been paid and clearly sets forth the undisputed payments (totaling $75,000.00) made by, or on behalf of, the Beasley Defendants.

Having carefully reviewed this Court's prior ruling(s), reviewed all memoranda and having heard the arguments of Counsel, IT IS HEREBY ORDERED THAT the Beasley Defendants' Motion for Reconsideration is hereby DENIED.

IT IS SO ORDERED.

- Signature page of Judge follows -

ELECTRONICALLY FILED - 2023 Oct 06 2:45 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-10-06 14:06:34 page 5 of 5

ELECTRONICALLY FILED - 2023 Oct 06 2:45 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Oct 06 2:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2022-CP-10-03510 **ORDER DENYING THE BEASLEYS MOTION FOR SUMMARY JUDGMENT AND STRIKING THE BEASLEYS COUNTERCLAIMS**

THIS MATTER CAME BEFORE THE UNDERSIGNED on two Motions:

(1) Motion to Dismiss/Strike the Defendants' Counterclaims, or in the alternative for Summary Judgment on the Defendants' Counterclaim, filed by Plaintiffs Richard Young and Jason Greene (collectively, "Plaintiffs").

(2) Motion For Summary Judgment filed by Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto (collectively, "Beasleys" or the Beasley Defendants").

A hearing was held on September 27, 2023 on both motions. Present at said hearing were Ian D. McVey and Joey Floyd for Plaintiffs, as well as the Plaintiffs themselves. Cheryl D. Shoun, R. Markley Dennis, Jr., Rhett Ricard, John C. Johnston and Victoria W. Kurtz appeared for the Beasley Defendants, none of whom were present at the hearing.

ELECTRONICALLY FILED - 2023 Oct 06 2:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Counsel for the Beasley Defendants filed a Motion for Summary Judgment on August 14, 2023, after the Plaintiffs' Motion for Summary Judgment was heard by this Court (August 8, 2023, hearing on Plaintiff's Motion for Summary Judgment). In light of the *Order Granting Plaintiffs' Motion for Summary Judgment* entered on August 23, 2023, in favor of the Plaintiffs and against the Beasley Defendants, the Beasley Defendants' Motion for Summary Judgment is rendered moot and is hereby denied.

The Plaintiffs also filed an Amended Motion to Strike the Defendants' Counterclaims, or in the alternative, for Summary Judgment on the Beasley Defendants' Counterclaims. The Beasleys' abuse of process counterclaim is based on the theory that the Beasley Defendants have been released from the Mortgage. *See* Ans. of John W. Beasley Sr. and Lillian Beasley, ¶¶ 52-53. The Court has now made a determination that the Mortgage is still a binding obligation of the Beasley Defendants, and the Plaintiffs are entitled to pursue their remedy of foreclosure. As a result of this finding, the Beasleys' counterclaim for abuse of process should be dismissed pursuant to Rule 12(b)(1), stricken pursuant to Rule 12(f) and/or the Plaintiffs should be granted Summary Judgment on the Beasley Defendants' Counterclaim for Abuse of Process.

The Beasleys' Counterclaim for Breach of Contract alleges that the Plaintiffs have breached the Second Settlement Agreement. Again, the Beasley Defendants' Counterclaim for Breach of Contract fails, as a matter of law, because this Court has entered Summary Judgment in favor of the Plaintiffs. As a practical matter, the Order of Summary Judgment disposes of the Beasley Defendants' Counterclaims.

IT IS HEREBY ORDERED THAT (1) the Beasley Defendants' Motion for Summary Judgment is hereby DENIED and (2) the Beasley Defendants' Counterclaims are hereby dismissed, for the reasons set forth herein. IT IS SO ORDERED.

- Signature page of Judge follows -

ELECTRONICALLY FILED - 2023 Oct 06 2:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-10-06 14:06:23 page 4 of 4

ELECTRONICALLY FILED - 2023 Oct 06 2:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP1003510

Richard Young et al
PLAINTIFF(S)

John W Beasley et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

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

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

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

Upon consideration, this Court respectfully DENIES the Beasley Defendants' Motion to Reconsider, filed October 16, 2023.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/01/2023 .

Anna Pruitt
Bob Hollow Investments Llc
Seaside Plantation Property Owners Association Inc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2023 Nov 01 11:04 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Court Reporter:

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

ELECTRONICALLY FILED - 2023 Nov 01 11:04 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Order/Electronic Form 4

So Ordered

s/Mikell R. Scarborough 3062

ELECTRONICALLY FILED - 2023 Nov 01 11:04 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON** Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	**IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT** **CASE NO.: 2022-CP-10-03510** **AMENDED ORDER AND JUDGMENT OF FORECLOSURE AND SALE** **John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto pursuant to S.C. Code §29-3-650** **(Deficiency Waived)**

Pursuant to Rule 53 SCRCP, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment. Any appeal from the final judgment entered by the Master in Equity shall be directly to the South Carolina Supreme Court or South Carolina Court of Appeals, as provided in the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held on September 27, 2023. Present at said hearing were Ian D. McVey and Joey Floyd for Plaintiffs, as well as the Plaintiffs themselves. Cheryl D. Shoun, R. Markley Dennis, Jr., Rhett Ricard, John C. Johnston and Victoria W. Kurtz appeared for the Beasley Defendants, none of whom were present at the hearing. This Court has previously determined that Plaintiffs are entitled to Summary Judgment on all issues

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

contested by Defendants. *See Order Granting Plaintiffs Motion for Summary Judgment entered on August 23 ,2023.* Plaintiffs' initial Motion for Summary Judgment was properly supported by an Affidavit of Plaintiffs' attesting to the Debt due and owing by the Beasley Defendants. Plaintiffs filed a Motion for Foreclosure Hearing and Award of Attorney's Fees and Costs. Said motion was supported by an Updated Affidavit of Debt as well as Affidavits of Attorney's Fees and Costs from counsel for Plaintiff. Based on the evidence presented to this Court, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on August 4, 2022 and the Amended Lis Pendens was filed on August 22, 2022.

2. The Summons and Complaint were filed on August 4, 2022 and the Amended Summons and Amended Complaint were filed on August 22, 2022.

3. Service was made upon the Defendants named in this Report as is shown by the Affidavits of Service filed herein.

4. The Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto (collectively referred to herein as "Beasley Defendants" or "the Beasley Defendants") were served and an Answer to the Amended Complaint was timely filed on their behalf on August 26, 2022, along with Counterclaims. The Counterclaims have been dismissed pursuant to an order entered by the undersigned on October 6, 2023.

5. The Defendant The United States of America, by and through its agency, the Internal Revenue Service filed an Answer through their attorney George J. Conits. The United

States of America has also filed a Disclaimer of Interest in this civil action (filed on October 14, 2022), wherein the Internal Revenue Service disclaimed its interest in the real property that is the subject of this civil action. Defendant the United States of America was dismissed pursuant to an Order Granting Partial Summary Judgment on August 23, 2023.

6. The Defendant South Carolina Department of Revenue was served and an Answer was filed by the South Carolina Department of Revenue on October 7, 2022.

7. The Defendants Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc. and Anna Pruitt are in default as more particularly described in the Order Granting Partial Summary Judgment which resolved certain issues related to title, filed on August 23, 2023.

8. The Defendants were notified of the time, date, and place of the hearing in this matter and Counsel for the Defendants appeared at said hearing.

9. With the formal discontinuance of the Home Affordable Modification Program (HMP) on December 31, 2016, South Carolina Administrative Order 2009-05-22-01 has expired by operation of law and is no longer applicable.

AS TO THE SECOND CAUSES OF ACTION

10. For value received, the Beasley Defendants made, executed and delivered to the Plaintiffs Ricky Young and Jason Greene (collectively referred to herein as "Plaintiffs") a promissory note dated November 20, 2017, promising thereby to pay the sum of Six Hundred Forty-Seven Thousand and Five Hundred Dollars and 00/100 ($647,500.00), with interest thereon, the terms of which are more fully explained by reference thereto ("Note"). Other terms and conditions are stated in the Note, which is of record in this civil action (electronically filed with the Plaintiffs' initial pleadings, as an exhibit to the original Complaint and the Amended Complaint

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

and/or filed numerous times with this Court in connection with the various motion hearings).

11. To better secure the payment of the Note described above, the Beasley Defendants made, executed and delivered to Plaintiffs a Mortgage in writing, dated November 20, 2017, covering real property in Charleston County, which is the same as that described in the Complaint, with an address of 1050 Sea Eagle Watch, Charleston, SC 29412. The Mortgage was recorded on December 8, 2017 and is of record in the Office of Register of Deeds for Charleston County in Mortgage Book 0684 at Page 902.

12. Said Mortgage constitutes a second priority lien on the Subject Property subordinate only to that certain mortgage to Community First Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Book 610 at page 484.

13. Payment due on the Note was not, and has not been, made as provided for therein, and the Plaintiffs, as the holder thereof, have elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

14. In accordance with the terms of the Note, the Beasley Defendants are responsible for the costs and attorneys fees in the amount of fifteen (15%) percent of the outstanding balance due as attorney fees for Plaintiffs' attorney for services performed and anticipated to be performed until final adjudication of the within action under the terms of the Note and Mortgage. See *West v. Gladney,* 341 S.C. 127, 533 S.E.2d 334. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. The outstanding balance due, as of September 5, 2023, is Nine Hundred Thirty One Thousand Ninety Seven dollars and 41/100 ($931,097.41). As such, the attorneys fee for services rendered by

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Plaintiffs' counsel is $139,541.61, which I find to be reasonable having given due consideration to the factors set forth in *Dedes v. Strickland,* 307 S.C. 155, 414 S.E.2d 134 (1992).[1] This case is a contested foreclosure action and includes some issues related to title clean-up / quiet title. The Plaintiffs' actions in this foreclosure matter have been contested from day one in this litigation. Counsel for the Plaintiffs' (both of them/their firms) have devoted a significant amount of time in connection with their pursuit of this foreclosure on the part of the Plaintiffs. The Plaintiffs have conducted written discovery, filed a motion to compel, filed and defended numerous motions, attended multiple motion hearing dates (with numerous motion hearings), filed memoranda in support and in opposition to various motions. Both attorneys for the Plaintiffs have been practicing for approximately twenty years and both attorneys are well respected for their practices. The Promissory Note at issue in this civil action expressly provides that the attorneys' fee is fifteen percent (15%) of the outstanding balance due. A fifteen percent (15%) fee is at, or below, the fee that would be customarily charged in this locality for similar legal services, particularly in light of the litigious fight in this lawsuit (coupled with the likelihood of an appeal). Without question, Plaintiffs' Counsel have achieved the most beneficial result possible at this point in time, since an award of Summary Judgment in favor of the Plaintiffs has been issued. In light of these factors, duly considered by this Court, the fee being requested by Plaintiffs in this matter is indeed reasonable.

15. The amount due and owing on the Note, secured by the above-referenced Mortgage, with interest at the rate provided in the Note and other costs and expenses of collection,

[1] *See Dedes V. Strickland*, 307 S.C. at 160, 414 S.E.2d at 137 (1992) ("Where a contract provides for reasonable attorney's fees without specifying a rate or amount, the issue of attorney's fees is left to the discretion of the trial judge and will not be reversed on appeal unless there is a showing of an abuse of discretion. Factors to consider by the trial court in making a determination as to attorneys' fees are: 1) The nature, extent and difficulty of the legal services rendered; 2) the time and labor necessarily devoted to the case; 3) the professional standing of counsel; 4) the contingency of compensation; 5) the fee customarily charged in the locality for similar legal services; and 6) the beneficial result obtained.")

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

including an attorney's fee, is as follows:

(A)	Principal Due	$572,500.00
(B)	Interest to Sept. 5, 2023, @ 12%, Per Diem: $205.01	$358,597.41
	(thru 9/2722, 22 days * $205.01)	$4,510.22
(C)	Cost of Collection prior to hearing (service, filing, etc.)	$4,487.92
(D)	Attorney's Fee	$139,541.61

Total debt secured by Note and Mortgage, including interest to September 27, 2023 **$1,079,637.16**

**** Plus interest accruing thereon at $205.01/day**

Interest for the period from the date shown in (B) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate (per the terms of the Note) of 12.0% per annum on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

16. The following Defendants claim, or may claim, a lien upon or interest in the subject Property, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendants and such claims or liens are as follows:

a. The South Carolina Department of Revenue due to various liens filed by the South Carolina Department of Revenue. Plaintiff alleges that the liens are against a different John W. Beasley than the John W. Beasley that is the owner

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

of the Property at issue in this civil action and the Court finds the liens do not attach to the Property.

17. Anna Pruitt was named as a defendant herein by virtue of any claim she may have to the Property by virtue of the Deeds to her from Dr. A. Bert Pruitt, Jr., recorded April 1, 2002 in Book R401 at Page 216 and May 29, 2003 in Book S450 at Page 717. I find it was the intent that Anna Pruitt be deeded Lot 6 as shown on the Plat recorded in Book DD at Page 586 and find that Anna Pruitt has no interest or claim to the Property to be foreclosed herein. The Court craves reference and incorporates herein that certain Order Granting Partial Summary Judgment entered on August 23, 2023.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. With the formal discontinuance of the Home Affordable Modification Program (HMP) on December 31, 2016, South Carolina Administrative Order 2009-05-22-01 has expired by operation of law and is no longer applicable.

2. Plaintiffs' Mortgage is declared a valid second priority lien on the Subject Property as affected by the Order Granting Partial Summary Judgment subordinate only to the mortgage lien of First Community Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Mortgage Book 610 at page 484, and Plaintiffs should have judgment of foreclosure of their Mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

3. That there is due to the Plaintiffs on the Note and Mortgage set forth in the Amended Complaint the sum of One Million Seventy-Nine Thousand Six Hundred Thirty-Seven Dollars and 16/100 ($1,079,637.16), as of September 27, 2023, with per diem interest accruing thereon at $205.01 per day, representing the Total Debt due Plaintiffs as set out in paragraph fifteen

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

4. The amount due in the preceding paragraphs (the "Total Debt" as set forth in paragraph twenty-five *supra* and later accrued interest on the principal) shall constitute the total judgment debt against the Beasley Defendants and shall bear interest hereafter at the rate of 12.0% per annum.

5. That the Beasley Defendants liable for the aforesaid debt on the Mortgage shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiffs, or Plaintiffs' attorneys the amount of Plaintiffs' debt as aforesaid, together with the costs and disbursements of this action.

6. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the undersigned Master in Equity at public auction, at Charleston County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on day following such holiday), on the following terms, that is to say:

A. FOR CASH: The Master-in-Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent) at time of bid, same to be applied on the purchase price only upon compliance with the bid, but in the case of non-compliance within thirty (30) days, same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 12.00% per annum per the Note.

C. The sale shall be subject to real property taxes and assessments, existing

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

easements and restrictions of record.

D. The purchaser is to pay for deed stamps and costs of recording the deed.

7. A personal or deficiency judgment having been waived, bidding shall not remain open for thirty (30) days after the date of sale, and shall be final upon that date.

8. Should the Plaintiffs or Plaintiffs' agent fail to appear at the time of the sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale.

7. If Plaintiffs are the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiffs' indebtedness.

8. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiffs, or any other party to this action, may become a purchaser at such sale, and that if upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within thirty (30) days after date of sale, then the undersigned Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

9. That the undersigned Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action,

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

NEXT: To the payment to the Plaintiffs or Plaintiffs' attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus will be held pending further Order of this Court.

10. IT IS FURTHER ORDERED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants holding record title and in possession herein, the Sheriff of Charleston County is hereby ordered and directed to eject and remove from the premises the named Defendants holding record title to the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. IT IS FURTHER ORDERED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants holding record title and in possession herein, and the property remains occupied by a person or persons holding or claiming to hold the property under lease from the record title holders, or who otherwise may have rights or protections under Federal or State statutes protecting such lessees, the Sheriff of Charleston County shall only be ordered and directed to eject and remove from the premises those occupants under the terms stated above, after a hearing as directed by this court and under such order or writ as may be issued by this court as deemed equitable under the circumstances.

12. And it is further ORDERED, ADJUDGED AND DECREED that the Beasley Defendants named herein and all other Defendants named herein, and all persons

whosoever claiming under them or it, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged premises so sold, or any part thereof.

13. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall contain the names of only the first-named Plaintiff and the first-named Defendant, and the Defendant who was the titleholder of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. Said deed of conveyance shall be indexed in the grantor index by the Charleston County Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity who executes such deed as grantor.

14. The undersigned Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance, any issues concerning the appraisal statutes, and disposing of any surplus funds pursuant to Rule 71(c), SCRCP.

15. This case was referred to a Master-in-Equity for Charleston County to direct entry of final judgment in this action under Rule 53, SCRCP. Any appeal from the final judgment entered by the Master-in-Equity shall be directly to the South Carolina Court of Appeals.

16. The following is a description of the premises herein ordered to be sold:

> ALL that certain piece, parcel, or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the ROD Office for Charleston County in Plat Book DD at Page 586.
>
> Said lot having such, size shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

for access to the lot conveyed herein, said easement being shown on the aforementioned plat recorded in Plat book DD at page 586.

ALL of my right, title and interest in and to the marsh located along new Lot 4 conveyed herein and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of the Ocean and Coastal Resource Management, in "critical areas" as defined in §49-39-10 et seq., 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated pursuant thereto.

BEING the same property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the ROD Office for Charleston County in Book H475 at page 025. Thereafter John W. Beasley and Lillian J. Beasley conveyed the property to John W. Beasley and Lillian J. Beasley, Trustees, or their successors in trust, under the Beasley Living Trust, dated August 14, 2018, by quit claim deed recorded August 29, 2018 in Book 0743 at Page 826.

Tax Map #427-00-00-102
Property Address: 1050 Sea Eagle Watch, Charleston, SC 29412

[Electronic Signature of the Master in Equity to follow.]

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-11-02 14:21:40 page 13 of 13

ELECTRONICALLY FILED - 2023 Nov 02 2:31 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
RICHARD YOUNG and JASON GREENE,)
)
Plaintiffs/Creditors)
)
vs.)
)
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,)
)
Defendants/Debtors.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C/A NO.: 2019 -CP-10- 2849

CONFESSION OF JUDGMENT OF
JOHN W. BEASLEY, JR.,
JOHN W. BEASLEY a/k/a JOHN W. BEASLEY, SR.,
LILLIAN BEASLEY, and
BEASLEY CONSTRUCTION COMPANY, LLC
(<u>Covenant Not to Execute Absent Default</u>)

FILED
2019 MAY 30 AM 11:56
JULIE J. ARMSTRONG
CLERK OF COURT
BY

PERSONALLY APPEARED before me John W. Beasley, Jr. ("<u>John Jr.</u>"), John W. Beasley a/k/a John W. Beasley, Sr. ("<u>John Sr.</u>"), Lillian Beasley ("<u>Lillian</u>"), and Beasley Construction Company, LLC, a South Carolina limited liability company (the "<u>Company</u>"), having been duly sworn, deposed and stated that:

1. We, John Jr., John Sr., and Lillian are over the age of twenty-one years, and we make this Confession of Judgment (this "<u>Confession</u>") of sound mind and body.

2. That the Company, by this representation and warranty of authority by the undersigned signatory, is duly authorized to make this Confession and the signatory is of sound mind and body.

3. Our addresses, as of the execution of this Confession, are as follows:

A. John Jr., 575 Lynne Ave, Charleston, South Carolina 29412;

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

B. John Sr., 1050 Sea Eagle Watch, Charleston, South Carolina 29412;

C. Lillian, 1050 Sea Eagle Watch, Charleston, South Carolina 29412; and

D. Company, c/o John Jr., Sole Member and Registered Agent, 789 Shipwreck Place, Inman, South Carolina 29349.

4. Of even date of the execution hereof, Richard Young ("Young"), Jason Greene ("Greene", Young and Greene collectively hereunder, the "Creditors"), John Jr., John Sr., Lillian, and the Company (John Jr., John Sr., Lillian and the Company collectively hereunder, the "Debtors") did execute a certain Settlement Agreement and Conditional Release of Claims (the "Settlement and Release"), whereby the parties agree to resolve certain possible claims provided certain amounts are timely repaid to Young and Greene, all as more particularly stated in said Settlement and Release.

5. As security for the performance of the Debtors under the Settlement and Release, Debtors have agreed, *inter alia*, to execute this Confession of Judgment in favor of the Creditors for the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00) (the "Debt").

6. The Debtors have agreed to be jointly and severally liable for the repayment of the Debt.

7. We are justly and truly indebted to Creditors for the principal Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees (the "Indebtedness"), which Indebtedness arises out of our joint and several obligations under the Settlement and Release.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

8. In the event of default of the terms of the Settlement and Release, we hereby consent to and authorize the entry into the public records of Charleston County, South Carolina this Judgment by Confession for the full sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees, and less any sums paid as of the filing hereof with the Clerk of Court for Charleston County, South Carolina.

9. This Judgment by Confession <u>will not</u> be placed on the public records of Charleston County, South Carolina unless we default in our obligations as set forth above and in the Settlement and Release, specifically that the Indebtedness shall be repaid in full on or before the "<u>Maturity Date</u>" but in no case beyond the "<u>Cure Period</u>", as such dates are stated in the Settlement and Release. Upon any default of the Settlement and Release or this Confession, the attorney for Creditors may record this Judgment by Confession by submitting an Affidavit to the Clerk of Court as to default, as to any principal balance paid, and as to the remaining balance to be entered in the Judgment Roll, including any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees. Any recorded Judgment may be transferred thereafter to any county or state in which we own property.

10. We hereby specifically acknowledge that once this Confession has been filed of record in Charleston County, South Carolina, it shall have the full force and effect of an Order of the Court of Common Pleas for the Ninth Judicial Circuit for Charleston County, South Carolina and thereafter may be exported to any jurisdiction within the State of South Carolina and/or any jurisdiction of these United States for purposes of collection of the Indebtedness.

11. Once recorded, the Judgment shall bear interest at the statutory rate for judgments in South Carolina.

JJ	JMS	LJL	JJ
John Jr. Initials	John Sr. Initials	Lillian Initials	Company Initials

12. Upon compliance with the terms of the Settlement and Release, we shall be forever released and discharged from any liability to Creditors arising out of, or in any manner connected with, this Judgment by Confession or the Settlement and Release. Additionally, upon final payment by us in compliance with the Settlement and Release and this Confession, Creditors shall mark this Confession "satisfied and released" and forward the same to us at:

c/o John Jr., John Sr., and Lillian Beasley and Beasley Construction Company, LLC
1050 Sea Eagle Watch
Charleston, South Carolina 29412

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley, Jr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley a/k/a John W. Beasley, Sr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

The undersigned, under oath, having verified that she has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets her hand before a Notary Public this 30TH day of November, 2017.

Lillian Beasley

Lillian Beasley

SWORN TO before me this 30TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

The undersigned, under oath, having verified that it has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets its hand before a Notary Public this 20TH day of November, 2017.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

By: John W. Beasley, Jr.
Its: Sole Member

SWORN TO before me this 20TH day)
of November, 2017.)

(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

End of Confession.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON)

First-Citizens Bank & Trust Company,) Civil Action No. 2019-CP-10-04676

Plaintiff,

vs.

SATISFACTION OF MONEY JUDGMENT

Beasley Construction Company, LLC a/k/a Beasley Construction LLC; John W. Beasley and Lillian J. Beasley, Trustees, or their successors in trust, under the Beasley Living Trust, dated August 14, 2018; John W. Beasley, Sr. a/k/a John W. Beasley; Lillian Beasley; John W. Beasley, Jr.; Bob Hollow Investments, LLC; SHB, LLC; Redland Resource, LLC; Dan Ryan Builders South Carolina, LLC; Paragon Investment Group, LLC; Radhika Alosi; David Alosi; Susan A. Lacapra; Richard Young; Jason Greene; North Charleston Lands Corp.; The United States of America, by and through its agency, the Internal Revenue Service; Anna Pruitt; and RCN Capital, LLC,

Defendants.

WHEREAS, the above-named Plaintiff obtained a money judgment as to Beasley Construction Company, LLC, John W. Beasley, Sr. and John W. Beasley, Jr. in the above matter which was filed on March 16, 2020, as amended by Order filed on December 16, 2021; and

WHEREAS, said money judgment has now been paid.

ELECTRONICALLY FILED - 2022 Apr 20 10:08 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004676

Now, therefore, the above-named Plaintiff, having had its money judgment in the above matter satisfied, hereby releases said money judgment and marks it satisfied.

FIRST-CITIZENS BANK & TRUST COMPANY

By: M Terry Kirven
Name: M. TERRY KIRVEN
Title: VP

Raleigh, North Carolina
April 8th, 2022

4865-7450-3194 v.1 000689/01862

ELECTRONICALLY FILED - 2022 Apr 20 10:08 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004676

UNITED STATES DISTRICT COURT
District of South Carolina

UNITED STATES OF AMERICA

vs.

JOHN WOODROW BEASLEY, JR.

JUDGMENT IN A CRIMINAL CASE

Case Number: 2:22-cr-00364-DCN

USM Number: 07089-510

William Camden Lewis, Retained
Defendant's Attorney

THE DEFENDANT:

■ pleaded guilty to Count 1.
☐ pleaded nolo contendere to count(s) ____________ which was accepted by the court.
☐ was found guilty on count(s) ___ after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18:1343	Please see Information	10/12/17	1

The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s)________.

☐ All remaining counts are dismissed on the motion of the United States.

☐ Forfeiture provision is hereby dismissed on motion of the United States Attorney.

It is ordered that the defendant must notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of any material changes in economic circumstances.

April 25, 2023
Date of Imposition of Judgment

Signature of Judge

DAVID C. NORTON, U.S. DISTRICT JUDGE
Name and Title of Judge

May 16, 2023
Date

DEFENDANT: JOHN WOODROW BEASLEY, JR.
CASE NUMBER: 2:22-cr-00364-DCN

PROBATION

The defendant is hereby sentenced to probation for a term of five (5) years. The defendant shall pay the mandatory $100 special assessment fee and restitution in the amount of $1,334,400.00, both due beginning immediately. While on supervised release, the defendant shall comply with the mandatory and standard conditions of supervision and the following special conditions. 1. You must not incur new credit charges, or open additional lines of credit without the approval of the probation officer. 2. You must provide the probation officer with access to any and all requested financial information and authorize the release of any financial information. The probation office may share financial information with the U.S. Attorney's Office. 3. You must pay any remaining unpaid restitution balance imposed by the Court in minimum monthly installments of $100.00 to commence June 1, 2023. The payments shall be made payable to "Clerk, U.S. District Court" and mailed to P.O. Box O Box 835, Charleston, SC 29402. Interest on any restitution/fine ordered is waived. Payments shall be adjusted accordingly, based upon the defendant's ability to pay as determined by the Court. 4. The defendant shall be subject to placement in the Financial Litigation Unit Wage Garnishment program for the purpose of collecting restitution, if deemed necessary by the U.S. Probation Officer. 5. You must be monitored on stand alone with GPS for a term of 365 days. You have no residential curfew, home detention, or home incarceration restrictions. However, you must comply with the location or travel restrictions as imposed by the court. You must contribute to the cost of such program not to exceed the amount determined reasonable by the Court approved U.S. Probation Office's "Sliding Scale for Services".

MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of placement on probation and at least two periodic drug tests thereafter, as determined by the court.
   ☐ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. ■ You must cooperate in the collection of DNA as directed by the probation officer. *(check if applicable)*
5. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. §20901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
6. ☐ You must participate in an approved program of domestic violence. *(check if applicable)*
7. ■ You must make restitution in accordance with 18 U.S.C. §§ 2248, 2259, 2264, 2327, 3663, 3663A, and 3664. *(check if applicable)*
8. You must pay the assessment imposed in accordance with 18 U.S.C. § 3013.
9. If this judgment imposes a fine, you must pay in accordance with the Schedule of Payments sheet of this judgment.
10. You must notify the court of any material change in your economic circumstances that might affect your ability to pay restitution, fines, or special assessments.

You must comply with the standard conditions that have been adopted by this court as well as with any other conditions on the attached page.

DEFENDANT: JOHN WOODROW BEASLEY, JR.
CASE NUMBER: 2:22-cr-00364-DCN

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines, based on your criminal record, personal history or characteristics, that you pose a risk to another person (including an organization), the probation officer, with the prior approval of the Court, may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at www.uscourts.gov.

Defendant's Signature ______________________________ Date ______________

DEFENDANT: JOHN WOODROW BEASLEY, JR.
CASE NUMBER: 2:22-cr-00364-DCN

CRIMINAL MONETARY PENALTIES

The defendant shall pay the total criminal monetary penalties under the schedule of payments on Sheet 5.

	Assessment	JVTA Assessment*	Fine	Restitution
TOTALS	$100.00			$1,334,400.00

☐ The determination of restitution is deferred until ___________. An *Amended Judgment in a Criminal Case(AO245C)* will be entered after such determination.

■ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage
See Next Page			
TOTALS	$		

☐ Restitution amount ordered pursuant to plea agreement $ ______________________

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of judgment, pursuant to 18 U.S.C. §3612(f). All of the payment options on Sheet 5 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. §3612(g).

■ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

■ The interest requirement is waived for the ☐ fine ■ restitution.

☐ The interest requirement for the ☐ fine ☐ restitution is modified as follows:

*Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.
**Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT NAME: John Woodrow Beasley, Jr.
CASE NUMBER: 2:22-364

RESTITUTION PAYEES

No.	Name of Payee	*Total Amount of Loss	Amount of Restitution Ordered	Priority Order or Percentage of Payment
1	Dennis Latham	$55,000.00	$55,000.00	
2	Dallas Burnett	$55,000.00	$55,000.00	
3	Hugh Burnett	$55,000.00	$55,000.00	
4	Richard Young	$215,000.00	$215,000.00	
5	Dusty Garus	$250,000.00	$250,000.00	
6	Jason Green	$375,000.00	$375,000.00	
7	Austin Franklin	$115,000.00	$115,000.00	
8	Robert Hoffland	$65,500.00	$65,500.00	
9	Small Business Administration	$48,900.00	$48,900.00	
10	David and Rhadika Alosi C/O Lizzi Law Firm	$100,000.00	$100,000.00	

DEFENDANT: JOHN WOODROW BEASLEY, JR.
CASE NUMBER: 2:22-cr-00364-DCN

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

A ■ Lump sum payment of $100.00 special assessment and restitution in the amount of $1,334,400.00, both due immediately.

☐ not later than ____________________, or

☐ in accordance with ■ C, ☐ D, or ☐ E, or ☐ F below: or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

C ■ Payment in equal monthly installments of $100 to commence June 1, 2023; or

D ☐ Payment in equal monthly installments of $0.00, to commence within____ *days* after release from imprisonment to a term of supervision; or

E ☐ Payment during the term of supervised release will commence within (*e.g., 30 or 60 days*) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

F ☐ Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers *(including defendant number)*, Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The defendant shall pay the cost of prosecution.
☐ The defendant shall pay the following court cost(s):
■ The defendant shall forfeit the defendant's interest in the following property to the United States:

As directed in the Preliminary Order of Forfeiture, filed 3/8/2023 and the said order is incorporated herein as part of this judgment.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Richard Young and Jason Greene,

Plaintiffs,

v.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-______________

SUMMONS
(Suit on Note)
(Foreclosure of Mortgage)
(Deficiency Judgment Demanded)
(Non-Jury)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 1901 Main Street, 17th Floor (29201), P.O. Box 1473, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff(s) will move for an order of reference or that the Court may issue a general order of reference of this action to a Master in Equity/Special Referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s).

TURNER PADGET GRAHAM & LANEY, P.A.

s/Ian D. McVey
Ian D. McVey (SC Bar No. 71196)
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com
Attorneys for the Plaintiffs

August 4, 2022
Columbia, South Carolina

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	C/A NO.: 2022-CP-______________ **COMPLAINT** (Suit on Note) (Foreclosure of Mortgage) (Deficiency Judgment Demanded) (Non-Jury)

NOW COME PLAINTIFFS, Richard Young and Jason Greene (collectively, "Plaintiffs"), complaining of the Defendants herein, who hereby alleges and states as follows:

PARTIES AND JURISDICTION

1. Plaintiffs are citizens and residents of Charleston County, South Carolina.

2. Upon information and belief, Defendants James W. Beasley, Jr. and Lillian Beasley (collectively "Borrowers") are citizens and residents of Charleston County, South Carolina.

3. Upon information and belief, Defendant Bob Hollow Investments, LLC ("Bob Hollow") is a limited liability company organized and existing under the laws of the State of South

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Carolina.

4. Upon information and belief, Defendant Seaside Plantation Property Owners Association, Inc. ("Seaside") is a non-profit corporation organized and existing under the laws of the State of South Carolina.

5. Defendant South Carolina Department of Revenue ("SCDOR") is a department and political subdivision of the State of South Carolina.

6. Defendant The United States of America by and through its Agent the Internal Revenue Service ("IRS") is an agency of the United States Government.

7. The real property that is the subject of this foreclosure action is located in Charleston County, South Carolina.

8. Jurisdiction and venue are proper in the Court of Common Pleas for Charleston County, South Carolina.

9. Because this is a foreclosure action, this matter is also proper for reference to the Master-in-Equity or Special Referee for Charleston County.

FOR A FIRST CAUSE OF ACTION
(Suit on Note)
(Foreclosure of Mortgage)
(Deficiency Judgment Demanded)

10. To the extent they are not inconsistent, the allegations contained in the preceding paragraphs are repeated and re-alleged herein as if in verbatim.

11. For value received, Borrowers along with John W. Beasley, Jr. ("Beasley, Jr.") and Beasley Construction Company, LLC ("Beasley Construction") made, executed and delivered to Plaintiffs a Promissory Note in writing dated November 20, 2017 ("Note"), promising thereby to

pay to the order of the Plaintiffs the original sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100s($647,500.00) dollars with interest at the rate set forth therein. The other terms and conditions are set out therein. **See Exhibit A.**

12. Said Note was executed and delivered pursuant to a Settlement Agreement and Conditional Release of Claims ("Settlement Agreement") by and between Plaintiffs, Borrowers, Beasley, Jr. and Beasley Construction dated November 20, 2017.

13. Said Settlement Agreement also provided for the execution and delivery of certain Confession of Judgment ("Confession") by Borrowers, Beasley, Jr. and Beasley Construction (collectively, "Debtors") in favor of Plaintiffs, the same to be held in trust pending faithful payment and performance of Debtors under the terms of the Settlement Agreement and Note.

14. As further security for payment of the sums provided for under the Settlement Agreement and Note above-described, Borrowers made, executed and delivered to Plaintiffs a Mortgage, Security Agreement and Financing Statement ("Mortgage") in writing dated November 20, 2017, encumbering certain real property located in Charleston County being more particularly described as follows ("Subject Property"):

> ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "Resubdivision Lots 4, 4A, & 6 into New Lot 4 & New Lot 6 , TMS Number 427-00-00-066, 102, and 109, Seaside Plantation" by Absolute Surveying, Inc. dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston Count in Plat Book DD at page 586.
>
> Said lot having such size, shape, dimensions and boundaries as will be referenced to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at page 586.

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ALSO,

All right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in §49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto

This being a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office of Charleston County in Book H475 at page 025.

TMS No.: 427-00-00-102

Property Address: 1050 Sea Eagle Watch
Charleston, South Carolina 29412

15. Thereafter said Mortgage was recorded on December 8, 2017 in Book 0684 at Page 902, in the Office of the Register of Mesne Conveyances for Charleston County. **See Exhibit B.**

16. Said Mortgage constitutes a second priority lien on the Subject Property subordinate only to that certain mortgage to Community First Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Book 610 at page 484.

17. Plaintiffs are the owners and holders of Note and Mortgage.

18. Subsequent the execution, delivery and recording of the Mortgage, Borrowers conveyed the Subject Property to themselves as Trustees or successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto by quit-claim deed dated August 16, 2018 and recorded on August 29, 2918 in the office of the Register of Mesne Conveyances for Charleston County in Book 0743 at page 826. Said conveyance was subject to Plaintiffs'

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Mortgage.

19. According to the terms and conditions of Note and Mortgage it is provided that in the event of default in the payment of any installment when due or upon maturity, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of any attorney for collection, all costs of collection, including attorney's fees, would be secured by the said Mortgage as a part of the debt secured thereby.

20. Under the terms and conditions of Note and Mortgage, it is provided that together with, and in addition to, the monthly payments of principal and interest payable under the terms of Note secured thereby, Borrowers may pay certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the property subject to said Mortgage.

21. Further, under the terms and conditions of the Note and Mortgage, it was agreed that Borrowers would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if he failed to do so, the Plaintiffs might pay same, which amount, together with interest thereon, would be secured by Mortgage.

22. According to the terms of the Note and Mortgage, and as additional security, Borrowers assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and Plaintiffs have the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the

execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by Mortgage.

23. The monthly payments due on the Note and Mortgage are in default, the Note has matured, the terms and conditions of said Note have been broken, and the Plaintiffs elect to, and do declare the entire balance of said indebtedness due and payable.

24. There is due on said Note and Mortgage as of July 29, 2022, the following amounts:

a.	Principal	$572,500.00
b.	Interest through July 29, 2022 at a rate of twelve (12%) percent	$224,915.02
	Total Debt Amount as of July 29, 2022	**$848,479.40**

Together with any other fees, charges and additional interest on said amounts that may accrue from and after July 29, 2022, as well as all costs and expenses incurred in enforcing the provisions of said Note and Mortgage securing said obligation, including attorney's fees and costs.

25. The Confession of Judgment was recorded as a result of Debtors' default on May 30, 2019 and released as to Borrowers on March 17, 2021 after payment of Fifty Thousand and 00/100s ($50,000.00) dollars by Borrowers for such release. Said release did not satisfy the obligations of the parties, including Borrowers, under the Note, Mortgage and Settlement Agreement.

26. Plaintiffs specifically demand their right to a deficiency judgment against Borrowers under the Note and further demands an immediate entry of judgment against Borrowers pursuant to S.C. Code Ann. § 29-3-650.

27. Upon information and belief, certain costs for the preservation of the Subject

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Property have been or may be incurred by Plaintiffs as a result of this delinquency, and Plaintiffs are informed and believe they are entitled to reimbursement for such charges, if any.

28. Any and all notices required by the terms of the Loan Documents, or by state or federal laws, have been given to the applicable Defendant(s).

29. The mortgage loan which is the subject of this action is in no way affiliated with Fannie Mae or Freddie Mac nor are Plaintiffs participating members of the Home Affordable Modification Program.

30. Due to the nature of the Note and Settlement Agreement which are the subject of this Action, this action is not subject to the Administrative Order issued on May 2, 2011, by the Honorable Jean H. Toal of The Supreme Court of South Carolina.

31. Defendant Bob Hollow is made a party to this action by virtue of that certain Judgment against J.J. Beasley a/k/a John W. Beasley in that certain action encaptioned Bob Hollow Investments, LLC, et al. v. J.J. Beasley a/k/a John W. Beasley, et al., Case No. 2019-CP-10-00231. Upon information and belief, the John W. Beasley named in that action is not the same John W. Beasley named herein and not a valid lien on the Subject Property. In the alternative, any interest claimed by said Defendant as a result of the forgoing Judgment is junior and subordinate to Plaintiffs' Mortgage.

32. Defendant Seaside is made a party hereto by virtue of any lien or interest it may have in the Subject Property given to it under that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions an Easements for Seaside Plantation dated November 13, 1992 and recorded on December 10, 1992 in the office the Register of Mesne Conveyances for Charleston County, South Carolina in Book J-221 at page 534 and supplemented by that certain

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Supplemental Declaration to Annex Additional Lands dated October 17, 2014 and recorded on October 21, 2014 in Book 0436 at page 33. Any interest claimed by Defendant Seaside is junior and subordinate to Plaintiffs' Mortgage.

33. Defendant SCDOR is made a party hereto as a result of certain Notice of Tax Lien, No. 346293 recorded on December 7, 2018 in the office of the Register of Mesne Conveyances for Charleston County, South Carolina as File Number 2018-15539. Upon information and belief, the John W. Beasley named in said Notice of Tax Lien is not the same person as Defendant John W. Beasley named herein and therefore not a valid lien on the Subject Property.

34. Defendant IRS is made a party hereto as a result of certain Notice of Federal Tax Lien, No. 314609018 recorded on July 16, 2018 in the office of the Register of Mesne Conveyances for Charleston County, South Carolina as File Number 2018-07723. Upon information and belief, the John W. Beasley named in said Notice of Tax Lien is not the same person as Defendant John W. Beasley named herein and therefore not a valid lien on the Subject Property.

35. Plaintiffs would expressly reserves any rights they have against Debtors under the Note, Settlement Agreement and Confession in the event that the proceeds of the Foreclosure Sale are insufficient to satisfy the sums due and owing to Plaintiffs from Debtors.

WHEREFORE, having fully set forth their complaint, the Plaintiff prays that the Court inquire into the matters set forth herein and:

a. That the amount due upon the Note (and the Mortgage granted as security therefor) held by the Plaintiffs be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action;

b. That a judgment be immediately entered, pursuant to S.C. Code Ann. § 29-3-650, against Borrowers, jointly and severally, for the amounts due on the Note together with interest at the rate set forth in said Note, plus all costs of collection, including attorney's fees subject to reduction after public sale;

c. That the Mortgage be declared a second priority lien on the Subject Property, senior and superior to any and all interests claimed by any Defendant hereto and subject only to the mortgage lien of Community First Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Book 610 at page 484;

d. That the interests of Defendants Bob Hollow, SCDOR and IRS be found to not be valid liens on the Subject Property;

e. That the Plaintiffs be awarded a judgment of foreclosure of the Mortgage for the amount so found to be due and owing on the Note, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action;

f. That the Subject Property be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiffs' Note and Mortgage, together with attorney's fees as aforesaid;

Third, the surplus, if any, be distributed according to the law;

g. That an order be entered directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

the Subject Property should the same become necessary;

h. That Plaintiffs be awarded reimbursement of all costs related to the preservation of the property subject to this action incurred by Plaintiffs as a result of the delinquency;

i. That, in the alternative, Plaintiffs be awarded a deficiency judgment against Borrowers for any amounts due and owing after foreclosure sale;

j. That Plaintiffs' rights under the Note, Settlement Agreement and Confession be preserved in the event the proceeds from the Foreclosure Sale are insufficient to satisfy the debt owed to Plaintiffs thereunder; and

k. Award such other and further relief as may be just and proper.

TURNER PADGET GRAHAM & LANEY, P.A.

/s/ Ian D. McVey
Ian D. McVey, SC Bar No. 71196
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com

BRUNER POWELL WALL & MULLINS, LLC

/s/ Joey R. Floyd
Joey R. Floyd, SC Bar No. 68491
PO Box 61110
Columbia, South Carolina 29260
Tel. (803)252-7693
Fax (803)254-0629
Email jfloyd@brunerpowell.com

Attorneys for the Plaintiffs

August 4, 2022
Columbia, South Carolina

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Richard Young and Jason Greene,

Plaintiffs,

v.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-____________

VERIFICATION

PERSONALLY appeared before me, the undersigned, who, after being duly sworn, deposes and says that the allegations contained in the foregoing Verified Complaint and are true, accurate and of her own knowledge, except those allegations stated to be upon information and belief, and as to those, deponent believes them to be true.

____
Richard Young

Sworn before me this 29 day of July, 2022

____
Notary Public for Florida
Printed Name: Kimberly Vicente
My Commission Expires: Nov 9, 2025

KIMBERLY YAN... VICENTE
MY COMMISS... 197021
EXPIRES: No... , 2025
Bonded Thru Notar... Underwriters

KIMBERLY YANNETTE VICENTE
MY COMMISSION # HH 197021
EXPIRES: November 9, 2025
Bonded Thru Notary Public Underwriters

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Richard Young and Jason Greene,

Plaintiffs,

v.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-____________

VERIFICATION

PERSONALLY appeared before me, the undersigned, who, after being duly sworn, deposes and says that the allegations contained in the foregoing Verified Complaint and are true, accurate and of her own knowledge, except those allegations stated to be upon information and belief, and as to those, deponent believes them to be true.

____
Jason Greene

Sworn before me this 3rd day of ~~July~~ August, 2022

____
Notary Public for Alabama
Printed Name: Claire Barnett
My Commission Expires: 7/21/26

CLAIRE BARNETT NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
) PROMISSORY NOTE
COUNTY OF CHARLESTON)

$647,500.00 **November 30, 2017**

WHEREAS, on or about September 25, 2017, JOHN W. BEASLEY, JR. ("John Jr.") borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from JASON GREENE ("Greene"), which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from RICHARD YOUNG ("Young"), which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from Greene and Young (collectively hereunder, the "Creditors"), which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. ("John Sr."), LILLIAN BEASLEY ("Lillian"), and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company (the "Company", John Jr., John Sr., Lillian, and the Company collectively hereunder, the "Debtors") have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof;

WHEREAS, the Creditors have incurred Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) in costs in expenses in the resolution of this matter and the drafting of documents, which Debtors have agreed to capitalize into this Promissory Note;

WHEREAS, the Creditors and Debtors have by separate document executed memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth therein in order to avoid the costs and frustrations attenuated with litigation (the "Settlement and Release"); and

NOW THEREFORE, for and in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations under the Settlement and Release, the

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

EXHIBIT A

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

unconditional and irrevocable of John Sr., Lillian, and the Company to join John Jr. as co-Debtors, with joint and several liability for the repayment of all sums owed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

FOR VALUE RECEIVED, the undersigned, JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Ave, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company"; John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors"), joint and several, promise to pay to the order of RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"), by wire transfer and in lawful money of the United States of America, the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), without interest thereon for so long as this Promissory Note is not in default. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Failure to fully remit the principal balance of this Promissory Note prior to the Maturity Date shall be an event of default of this Promissory Note. In the event of default, the unpaid balance shall bear interest at the rate of Twelve Percent (12%) per annum (the "Default Interest Rate").

The above recitals comprise material provisions to this promissory and are incorporated herein as if restated verbatim.

THIS PROMISSORY NOTE MAY BE PREPAID AT ANYTIME WITHOUT PENALTY.

If this Promissory Note is not payable on demand, then upon the occurrence of any of the following events this Promissory Note and all other liabilities at the Lender's option, shall become due and payable immediately, by acceleration, without notice or demand:

(a) default by the Debtors in the payment of any principal of, or interest on, this Promissory Note when and as same shall become due and payable, whether at maturity, by acceleration, or otherwise; or,

(b) any representation or warranty made or any financial statement or other information furnished by the Debtors, or any one of them, in connection with the execution and delivery of this Promissory Note or any Security Document, a defined below; or,

(c) any certificate furnished pursuant hereto shall prove to be false at any time in any material respect; or,

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

EXHIBIT A

(d) default by the Debtors, or any one of them, in the due performance of any term, provision or agreement to be performed by them (other than for the payment of principal or interest), contained herein or in any Security Document, as that term is defined below; or,

(e) the Debtors, or any one of them, as co-makers and guarantors with respect to this Promissory Note, shall become involved in financial difficulties as evidenced by: (i) making an assignment for the benefit of creditors or the commencement of any similar Debtors' relief proceeding, whether judicial or otherwise; (ii) consent to or application for the appointment of a trustee, interim trustee, custodian or receiver for all or a major portion of any property of the Debtors; (iii) the commencement of any action or proceeding under any other federal or state bankruptcy, insolvency, composition, Debtors' relief, reorganization or other similar law, or have such a proceeding commenced against any of them and either have an order of insolvency or reorganization entered against any of them or have the proceeding remain undismissed or unstayed for 60 days; (iv) entry of a final judgment for the payment of money against any of them and the same shall not be discharged within 30 days of its entry, or an appeal or proceeding for such appeal shall not be obtained; or (v) death, dissolution or suspension of the corporate charter or of the partnership, insolvency or failure or suspension of the usual business of any of them; or (vi) the issuance of any attachment, garnishment, execution, federal tax levy, or other process or seizure against any of their property.

The Debtors hereby waive presentment, demand for payment, protest, notice of protest, and notice of nonpayment, and further agree and consent that, without notice and without affecting their liability hereon, the holder(s) hereof at any time or times is/are authorized to: (a) correct patent errors and fill blanks herein; and/or (b) cause or permit the signature of one or more additional makers, co-makers, sureties, guarantors and/or endorsers to be added hereto.

If this Promissory Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage(s) securing this Promissory Note, then, all cost of collection, including a reasonable sum for attorney fee, which shall be deemed to be not less than Fifteen Percent (15%) of the outstanding balance due, shall be added hereto as attorney's fees secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Promissory Note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this Promissory Note, or any change or changes by way of release or surrender of any collateral held as security for this Promissory Note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

Notwithstanding the foregoing, any holder of this Promissory Note may, in writing to the Debtors, direct and designate such other place or address for payment to be observed by Debtors.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT A

The undersigned Debtors further acknowledge and intend that this Promissory Note shall be binding upon their heirs, successors, and assigns, as the case may be.

No delay by the Creditors in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

This Promissory Note is secured by mortgages of even date herewith, given by Debtors in favor of Creditors hereunder, and to be recorded in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina, regarding, pledging, and encumbering certain real property (a "Security Document").

This Promissory Note is made and to be interpreted under the laws of the State of South Carolina. Venue for any dispute regarding the rights, duties, and obligations under this Promissory Note is proper in any court of competent jurisdiction for Charleston County, South Carolina.

DEBTORS:

John W. Beasley, Jr.

John W. Beasley a/k/a John W. Beasley, Sr.

Lillian Beasley

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

By: John W. Beasley, Jr.
Its: Sole Member

[END OF PROMISSORY NOTE.]

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT A

PAYMENT RIDER TO PROMISSORY NOTE

Debtors: JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC
Creditors: RICHARD YOUNG and JASON GREENE
Date of Promissory Note: November 20, 2017

For so long as RICHARD YOUNG and JASON GREENE, whether together or individually, remain a holder of this Promissory Note, or until otherwise directed by either of them, each and every payment to be made under the Promissory Note shall be made by wire transfer as follows:

[redacted]

For Credit to:

[redacted]

Memo:

[redacted]

Notwithstanding the foregoing, any holder of this Promissory Note may, in writing to the Debtors, direct and designate such other place or address for payment to be observed by Debtors.

DEBTORS:

John W. Beasley, Jr.

John W. Beasley a/k/a John W. Beasley, Sr.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

Lillian Beasley

By: John W. Beasley, Jr.
Its: Sole Member

[END OF PAYMENT RIDER TO PROMISSORY NOTE.]

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

BP0684902

PGS:
15

PREPARED BY AND
AFTER RECORDING RETURN TO:
Justin John Price, Esq.
478 King Street, Suite 4
Charleston, South Carolina 29403
843.368.9173

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made and entered into as of November 20TH, 2017, by **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY A/K/A LILLIAN J. BEASLEY**, Individuals residing at 1050 Sea Eagle Watch, Charleston, South Carolina 29412, their heirs, successors, and assigns (collectively, the "Mortgagor"), in favor of **RICHARD YOUNG**, an Individual whose contact information is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, and **JASON GREENE**, an Individual whose contact information is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, their heirs, successors, and assigns (collectively, the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to a promissory note of even date herewith in the original principal amount of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), together with any and all extensions, renewals, or modifications thereof, the "Note"; and

WHEREAS, Mortgagor desires to secure its obligations under the Note by granting the Mortgagee a mortgage lien on and security interest in the real property, improvements, fixtures, and personal property described below; and

NOW, THEREFORE, the Mortgagor in consideration of the aforesaid debt, and also in consideration of the further sum of Ten and No/100 Dollars ($10.00), to them in hand paid by the Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing the Obligations (as hereinafter defined) as a mortgage lien, has granted, bargained, sold, and released, and by these presents, does grant, bargain, sell and release unto the Mortgagee, their heirs, successors, and assigns, as security for the Obligations, the real property described on **Exhibit "A"** attached hereto and incorporated by reference (the "Land") including all improvements (the "Improvements") now existing or hereafter placed on the Land; and

TOGETHER, with all rights, privileges, interests, easements, tenements, hereditaments and appurtenances thereto belonging, including without limitation all right, title and interest of Mortgagor in and to water, minerals, flowers, shrubs, crops, trees, timber and other emblements

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

now or hereafter located therein, and the rents, issues and profits thereof, and any and all improvements and fixtures now or subsequently attached to or used in connection therewith (collectively, together with the Land and the Improvements, the "Mortgaged Property").

TO HAVE AND TO HOLD, all and singular the Mortgaged Property, unto the Mortgagee, their heirs, successors, and assigns forever.

AND the Mortgagor covenants with and to the Mortgagee that the Mortgagor is indefeasibly seized of a good and marketable fee simple title to said Mortgaged Property and has good and lawful authority to mortgage said Mortgaged Property; and

PROVIDED, ALWAYS, that if the Mortgagor shall pay unto the Mortgagee the said Obligations (including any future advances); and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants therein and in this Mortgage, then this Mortgage and all assignments contained herein shall cease and be null and void; otherwise to remain in full force and effect.

THIS MORTGAGE secures (a) the obligations of Mortgagor to Mortgagee under the Note; (b) any and all advances or expenditures made by Mortgagee pursuant to the terms of this Mortgage; (c) attorneys' fees, court costs, and other amounts which may be due under the Note or this Mortgage; (d) any and all other indebtedness of Mortgagor to Mortgagee, now existing or hereafter arising, of whatever class or nature, whether or not now contemplated by the parties, including future advances pursuant to S.C. Code Ann. § 29-3-50, 1976, as amended (as set forth more fully below); and (e) any and all extensions, renewals, and modifications of any of the foregoing (all of (a) through (e) being hereinafter referred to the as "Obligations". Extensions, renewals, and modifications of the debt secured hereby, and future advances, may bear interest at a rate or rates higher than the rate borne by the Note.

THIS MORTGAGE shall secure not only existing indebtedness but all future advances (in accordance with S.C. Code Ann. § 29-3-50) readvances, and additional indebtedness hereafter arising or incurred of Mortgagor to Mortgagee, and any notes evidencing the same, whether such advances or indebtedness is obligatory or to be made at the option of the Mortgagee, or otherwise, to the same extent as if such future advance or indebtedness was made on the date of the execution of this Mortgage, but the indebtedness secured by this Mortgage shall not exceed at any one time the maximum principal amount of Eight Hundred Thousand and 00/100 Dollars, plus interest thereon, reasonable attorneys' fees and court costs, and plus advancements for taxes, insurance premiums, and repairs made by Mortgagee. All indebtedness incurred after the date hereof by Mortgagor in favor of Mortgagee shall be deemed to be a future advance and entitled to the protection of this provision. Such future indebtedness may bear interest at a rate or rates greater than the rate set forth in the Note. Interest on the Note will be deferred, accrued, or capitalized, but Mortgagee shall not be required to defer, accrue, or capitalize any interest except as provided in the Note.

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AND the Mortgagor does hereby expressly covenant and agree as follows:

1. **Assignment of Rents and Profits.** As further security for the payment of the Obligations and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, Mortgagor hereby sells, mortgages, transfers and assigns unto Mortgagee and grants Mortgagee a security interest in all the right, title and interest of the Mortgagor in and to the rents, hunting leases, agricultural leases, issues, profits, revenues, royalties, rights and benefits from the above described property, and to that end Mortgagor hereby assigns and sets over unto the said Mortgagee all leases and licenses of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and Mortgagor does hereby authorize and empower the Mortgagee to collect said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as they may now be due or shall hereafter become due to the said Mortgagee, upon demand for payment thereof by said Mortgagee; it being understood and agreed, however, that no such demand shall be made unless and until there has occurred an Event of Default hereunder; and until such demand is made, Mortgagor is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid, by the Mortgagor shall not operate to permit the collection of any rents more than thirty (30) days in advance of the date same are due under the terms and provisions of said lease or leases.

2. **After Acquired Property.** The Lien of this Mortgage shall automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property or any part thereof, and shall likewise automatically attach to any and all subsequent or additional interests Mortgagor may hereafter acquire in the Mortgaged Property.

3. **Payment of Obligations.** Mortgagor covenants and agrees to pay the Obligations in accordance with their terms promptly as the principal and interest thereon shall become due.

4. **Maintenance of Property.** Mortgagor shall maintain the Mortgaged Property in good condition and repair and shall neither permit nor allow waste thereof. Mortgagor shall promptly repair or restore any portion of the Mortgaged Property which is damaged or destroyed by any cause whatsoever and shall promptly pay when due all costs and expenses of such repair or restoration. Mortgagor shall not remove, demolish, or materially alter any improvement or fixture which is now or hereafter part of the Mortgaged Property and shall cut no timber on the on the Mortgaged Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

5. **Insurance.** Mortgagor shall maintain with respect to all buildings, improvements, fixtures, and tangible personal property which are now or hereafter part of the Mortgaged

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Property, fire and extended coverage insurance, including windstorm and hail, and earthquake insurance, and such other hazard insurance as Lender may require. If any portion of the Mortgaged Property is located in a federally designated flood plain, Mortgagor shall also obtain a flood insurance policy in the maximum amount available under the National Flood Insurance Act of 1968, but not to exceed the replacement value of all buildings and improvements located on the Mortgaged Property that are located in a federally designated flood plain. All such insurance shall be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and shall not be cancelable by either the insurer or the insured without at least thirty (30) days prior written notice to the Mortgagee. Mortgagor shall keep the Mortgaged Property continuously insured as herein required and shall deliver to Mortgagee a copy of each policy of insurance required hereby together with a current certificate of insurance. Mortgagor shall pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor shall furnish to Mortgagee at least ten (10) days prior to such expiration or termination a copy of a renewal or replacement policy of insurance meeting the requirements hereof together with a current certificate of insurance. If Mortgagor fails to insure the Mortgaged Property as herein required, Mortgagee may so insure the Mortgaged Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor and shall secured by this Mortgage. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Mortgaged Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Mortgaged Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

6. **Proceeds of Insurance.** Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed Mortgagor upon any policy of insurance insuring any portion of the Mortgaged Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. So long as there has occurred no Event of Default hereunder, or any event which but for the lapse of time or the giving of notice would constitute an Event of Default, any indemnity payment received by Mortgagee from any such policy of insurance shall be applied in a manner reasonably determined by Mortgagee to the replacement, repair or restoration of the portion of the Mortgaged Property damaged or destroyed. Notwithstanding the foregoing, if at the time of payment of the insurance proceeds there has occurred an Event of Default which has not been cured or remedied as permitted hereunder, or if in the reasonable determination of Mortgagee the insurance proceeds, together with funds made available by Mortgagor for such purpose, are insufficient to replace, repair, or restore the Mortgaged Property, then Mortgagor may apply such proceeds to payment of any sum secured by this Mortgage in such order as Mortgagee may determine. No portion of any

Initials   Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

indemnity payment which is applied to replacement, repair or restoration of any portion of the Mortgaged Property or which may be released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. **Taxes.** Mortgagor shall pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Mortgaged Property which is superior to the lien of this Mortgage and shall deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount of validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Mortgaged Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with the Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing. Mortgagor shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other Obligations secured hereby, for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the Note.

8. **Advances by Mortgagee; Reimbursement.** If Mortgagor fails to make payment for restoration or repair of the Mortgaged Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate of interest as established pursuant to law. Payments made for taxes by Mortgagee shall be a first lien on the Mortgaged Property to the extent of the taxes so paid with interest from the date of payment, regardless of rank or priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

9. **Extending Time for Payment.** Mortgagee, without notice, and as often as it wishes to, may agree with any party obligated on the Obligations (or any of them), or having an interest in the Mortgaged Property, to renew or extend the time for payment of any part or all of the indebtedness secured hereby, without in any way affecting either the lien hereof or the liability of any other party.

10. **Events of Default.** The term "<u>Event of Default</u>", wherever used in this Mortgage, shall mean any one or more of the following events:

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

10.1. The occurrence of a default under and as defined in the Note, the giving of any required notice, and the continuation of such default unremedied beyond any applicable grace period set forth in the Note;

10.2. The occurrence of an Event of Default under and as defined in any loan agreement of even date herewith between Mortgagor and Mortgagee, the giving of any required notice, and the continuation of such default unremedied beyond any applicable grace period set forth in any such loan agreement;

10.3. Failure by the Mortgagor to pay within five (5) days of the scheduled payment date any installment of principal and/or interest on the Obligations or any of them, including but not limited to the Note, or failure to pay taxes or insurance when due, and the continuation of any such failure for five (5) days after written notice thereof is provided thereof by Mortgagor to Mortgagee;

10.4. The sale, conveyance or transfer of all or any portion of the Mortgaged Property;

10.5. Failure by the Mortgagor to duly observe any other covenant, condition or agreement of the Obligations, or of this Mortgage, and the continuation of such failure for a period of thirty (30) days after written notice thereof is provided by Mortgagee to Mortgagor;

10.6. Default in the terms or conditions of any other mortgage which is a lien upon the Mortgaged Property, and the continuation of such default beyond any applicable grace period;

10.7. The discovery of any material amount of Hazardous Substance (as hereinafter defined) on the Mortgaged Property, which Mortgagee reasonably determines has a material, adverse effect on the value of the Mortgaged Property; provided, however, that the foregoing shall not be deemed to include petroleum products and related substances properly stored and used in the ordinary course of business operations on the Mortgaged Property, and shall further not be deemed to include minor spills of petroleum and related products having no material, adverse impact on the value of the Mortgaged Property;

10.8. The damage or destruction of a material portion of the Improvements, which damage or destruction is not promptly repaired or is not fully covered by insurance;

10.9. Mortgagor suffers or permits any lien, encumbrance, or security interest to arise or attach to the Mortgaged Property that is not promptly removed or satisfied, or any judgment is entered against Mortgagor that is not satisfied or appealed and stayed within thirty days; and

10.10. Any lien for labor, material, taxes or otherwise shall be filed against the Mortgaged Property or any part thereof, which lien or liens shall not be discharged or released within thirty (30) days after the filing of such lien, whether by payment in satisfaction of such lien or securing such lien by surety bond.

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

11. **Consequences of Default.** If an Event of Default shall occur:

11.1. All of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand, which are hereby expressly waived, and the Mortgagee may proceed to foreclose this Mortgage and sell the Mortgaged Property or otherwise pursue any right or remedy herein or by law provided. At the foreclosure, Mortgagee shall be entitled to bid and purchase the Mortgaged Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Mortgaged Property.

11.2. Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management or maintenance of the Mortgaged Property, all on such terms as are deemed appropriate to protect the security of this Mortgage. The receiver shall be entitled to a reasonable fee for so managing the Mortgaged Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control and managing the Mortgaged Property and collecting the rents, including but not limited to reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repair to the Mortgaged Property, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Property, and the costs of discharging any liability or obligation of Mortgagor as lessor or Landlord of the Mortgaged Property and then to the sums secured by this Mortgage. Mortgagee and the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Mortgagee under this paragraph. If the rents of the Mortgaged Property are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the rents, Mortgagee may at its sole option advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such funds shall be payable on demand by Mortgagee and shall bear interest at the rate provided in the Note. The entering upon and taking and maintaining of control of the Mortgaged Property by the Mortgagee or the receiver and the application of the rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

12. **Marshalling of Assets.** The Mortgagee shall not be required to marshal any present or future security for (including but not limited to this Mortgage and the Mortgaged Property), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Mortgagor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Mortgagee's rights under this Mortgage or under any other instrument evidencing any of the Obligations or under which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Mortgagor hereby irrevocably waives the benefits of all such laws.

13. **Costs and Expenses.** All reasonable costs and expenses (including attorneys' fees) incurred or paid by the Mortgagee in connection with enforcement of the Obligations or the exercise by the Mortgagee of any of its rights or remedies hereunder, or in retaking, holding, preparing for sale and selling or otherwise realizing upon any of the Mortgaged Property, including, without limitation, the reasonable attorneys' fees and expenses of any attorney to whom this matter is referred (whether or not litigation is commenced), or for representation in proceedings under any bankruptcy or insolvency law, or in case the Mortgagee has become a party either as plaintiff or as defendant in any suit or legal proceeding in relation to the Mortgaged Property or the lien created herein, shall be repaid by the Mortgagor to the Mortgagee upon demand, with interest at the rate provided in the Note. In the event said expenses are not paid by the Mortgagor to the Mortgagee, they shall become part of the Obligations and shall be secured hereby.

14. **Interest.** It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, or to make any payment or to do any act contrary to laws, that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

15. **Eminent Domain.** The Mortgagee shall be entitled to receive and recover the entire award made in any eminent domain proceedings to the extent that the same does not exceed the amount necessary to pay in full all sums secured by the lien of this Mortgage.

16. **Transfer of Property.** Mortgagor shall not sell, convey, transfer, mortgage, lease or further encumber, nor suffer or permit the sale, conveyance, transfer, mortgage, lease or encumbrance, whether voluntarily or by operation of law, of any interest in or any part of the Mortgaged Property, the rents and profits therefrom, without the prior written consent of Mortgagee. If any person or entity should obtain any interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall unless otherwise provided herein be deemed to be a transfer by Mortgagor. Mortgagor shall not, without the prior written consent of the Mortgagee, further assign the rents from the Mortgaged Property nor enter into any agreement or do any act to amend,

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof which would in each instance or in the aggregate materially affect the collateral or the operation of the Mortgagor or the Mortgaged Property or the ability of the Mortgagor to repay the Note.

17. **Further Assurances.** The Mortgagor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments, in each case in form and substance, satisfactory to the Mortgagee, relating to the creation, validity, or perfection of the mortgage lien and security interests provided for in this Agreement under the Uniform Commercial Code or other laws of the State of South Carolina or of any other state or states in which Mortgagor is doing business or in which any of the Mortgaged Property is located as the Mortgagee may from time to time reasonably request, and shall take all such other action as the Mortgagee may reasonably require more completely to vest in any and assure to the Mortgagee its rights hereunder or in any of the Mortgaged Property, including without limitation execution and delivery of financing statements which the Mortgagee deems appropriate to perfect and continue the security interest hereby granted; and the Mortgagor hereby irrevocably authorizes the Mortgagee, or its designee, at the Mortgagor's sole expense, to execute and file such financing statements, with or without the Mortgagor's signature, as the Mortgagee may deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation of any mortgage lien or financing statement) or any repledge, or any other action, is required at any time to protect and preserve such security interests, the Mortgagor shall, at its sole expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by the Mortgagee.

18. **Inspections; Easement.** Mortgagor hereby agrees that Mortgagee shall have the right, at any time during the term of this Mortgage, to conduct an environmental investigation of the Mortgaged Property, either itself or by or through designated agents and may exercise such rights from time to time, and in furtherance of such rights, Mortgagor hereby grants to Mortgagee, its successors and assigns, a non-exclusive limited easement over and across the Mortgaged Property, and its subsurface, for access to the Mortgaged Property and for the purpose of conducting an environmental investigation of such Mortgaged Property, provided that any such investigation shall be conducted in such a manner as to not disrupt the Mortgagor's operations on the Mortgaged Property. The satisfaction of, or the release of a portion of the Mortgaged Property, shall evidence a termination of the easement granted herein in full, or as to the Mortgaged Property released, as the case may be. This easement is irrevocable so long as this Mortgage is outstanding.

19. **Additional Assessments.** The Mortgagor shall pay when due the cost of providing to Mortgagee, at Mortgagee's request from time to time, a then-current environmental site assessment, audit, or survey ("Assessment") of the Mortgaged Property which Assessment shall be prepared by an environmental auditor acceptable to Mortgagee, in Mortgagee's sole discretion; provided, however, that Mortgagee shall make such request no more frequently than

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

once every year unless the loan evidenced by the Note is being renewed, extended, modified, or accelerated, or unless Mortgagee is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Mortgagee to obtain any such Assessment more frequently than once a year.

20. **Governing Law.** This instrument is to be governed by and construed in accordance with the laws of the State of South Carolina and each of the remedies provided for herein shall be cumulative so that the right of the Mortgagee to exercise one or more of such remedies shall not be construed to limit or preclude the right of the Mortgagee to exercise any other remedy or remedies set forth herein.

21. **No Waiver.** No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

22. **Miscellaneous.** The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

23. **Benefits to Mortgagor.** The undersigned Mortgagor represents to Mortgagee that the Mortgagor is benefitted by the loans evidenced by the Note, whether or not the Mortgagor is the obligor thereon, and that adequate and sufficient consideration has been given to Mortgagor for its execution and delivery of this Mortgage.

24. **Security Agreement.** This Mortgage creates a lien on the Mortgaged Property, and to the extent the Mortgaged Property is not real property under applicable law this Mortgage constitutes a security agreement under the South Carolina Uniform Commercial Code and any other applicable law.

25. **No Derogation.** The grant of a security interest to Mortgagee in the granting clauses of this Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Mortgagee under this Mortgage with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The hereby stated intention of the Mortgagor and Mortgagee is that everything used in connection with the production of income from such real property or adapted for use thereon is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property, irrespective of whether or not the same is physically attached to the land or the improvements thereon. If required by Mortgagee, at any time during the term of this Mortgage, Mortgagor will execute and deliver to Mortgagee, in form satisfactory to Mortgagee, additional security agreements, financing statements and/or other instruments covering all personal property or fixtures of Mortgagor which may at any time be furnished, placed on, or annexed or

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

made appurtenant to the real property or used, useful or held for use, in the operation of the Improvements.

26. **Personal Property.** As to any part of the Mortgaged Property constituting personal property, Mortgagee may proceed as to such personal property in accordance with Mortgagee's rights and remedies in respect to such property or sell the personal property separately and without regard to the remainder of the Mortgaged Property in accordance with Mortgagee's rights and remedies provided by the South Carolina Uniform Commercial Code as well as other rights and remedies available at law or in equity.

27. **Financing Statements.** With respect to those items of the property which are or are to become fixtures related to the herein described real estate, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

28. **Notices.** Whenever this Mortgage requires or permits any notice, request or demand by one party to the other, the notice, request or demand must be in writing and shall be deemed to have been given if it is enclosed in an envelope addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed, and deposited in the United States mail as certified or registered mail, return receipt requested. The address of each party for the purposes of this Section are as follows:

If to the Mortgagor: 1050 Sea Eagle Watch, Charleston, South Carolina 29412

If to the Mortgagee: c/o Justin John Price, Esq., Vaux Marscher Berglind, PA, 478 King Street, Suite 4, Charleston, South Carolina 29403

29. **Mortgagor Information.** The Mortgagor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Property and shall permit or cause the Mortgagor to permit the Mortgagee and its representatives of examine said books and records and all supporting vouchers and data at any time and from time to time upon reasonable request by the Mortgagee.

30. **Satisfaction and Release of Assignment of Rents.** The release of all or any part of the Mortgaged Property from the lien of this Mortgage shall be deemed a release of such property from the lien of the Assignment of Leases, Rents, and Profits and Security Agreement of even date herewith executed by the Mortgagor in favor of the Mortgagee.

31. **Severability.** If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any

Initials Initials

EXHIBIT B

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

monetary sum, then, Mortgagee may, at its option, declare the indebtedness and all other sums secured hereby immediately due and payable.

32. **Instrument Under Seal.** This Mortgage is intended to be and shall be construed as an instrument under seal.

33. **WAIVER OF STAY.** IN THE EVENT OF THE COMMENCEMENT OF BANKRUPTCY PROCEEDINGS BY OR AGAINST THE MORTGAGOR, TO THE EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY WAIVES THE BENEFIT OF THE AUTOMATIC STAY PROVIDED FOR BY 11 U.S.C. § 362 AND/OR ANY STAY, INJUNCTION, OR RESTRAINING ORDER ISSUED PURSUANT TO 11 U.S.C. § 105 OR OTHERWISE. TO THAT END, MORTGAGOR AGREES THAT IT WILL NOT SEEK OR ASSERT ANY SUCH STAY, INJUNCTION, OR RESTRAINING ORDER AND MORTGAGOR HEREBY IRREVOCABLY CONSENTS TO AND AGREES NOT TO OPPOSE THE MODIFICATION OF ANY SUCH STAY TO ALLOW FOR THE ENFORCEMENT BY MORTGAGEE OF THIS MORTGAGE AND THE FORECLOSURE OR OTHER REALIZATION UPON THE COLLATERAL PROVIDED FOR HEREIN.

34. **WAIVER OF JURY TRIAL AND VENUE STIPULATION.** MORTGAGOR, ANY OTHER OBLIGORS, AND THE MORTGAGEE EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS NOTE, THE OBLIGATIONS, THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGEE AND MORTGAGOR, AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGEE AND ANY OBLIGORS. ANY LITIGATION ARISING HEREUNDER OR RELATED HERETO MAY BE TRIED BY THE SOUTH CAROLINA COURTS FOR CHARLESTON COUNTY OR THE FEDERAL COURTS OF SOUTH CAROLINA, MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS.

35. **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 thirty 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. **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.** Mortgagor specifically acknowledges and affirms its waiver of appraisal rights as evidenced by its signature below.

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

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 thirty 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. **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.** Mortgagor specifically acknowledges and affirms its waiver of appraisal rights as evidenced by its signature below

IN WITNESS WHEREOF, the Mortgagor has hereunto set their Hands and Seals as of the date first written above.

WITNESSES:	**MORTGAGEE:**
Witness No. 1	(Seal) John W. Beasley a/k/a John W. Beasley, Sr.
Witness No. 2	(Seal) Lillian Beasley a/k/a Lillian J. Beasley

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 20th day of November, 2017, by John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley a/k/a Lillian J. Beasley.

Witness my hand and official seal the 20th day of November, 2017

Notary Public for South Carolina
My commission expires: 06/27/2025

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102

This Mortgage was prepared without the benefit of title examination by Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403.

ljb Initials JWB Initials

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

RECORDED

Date:	December 8, 2017
Time:	9:29:32 AM

Book	Page	DocType
0684	902	Mtg

Elaine H. Bozman, Register
Charleston County, SC

Filed By:

PRICE LAW FIRM
JUSTIN JOHN PRICE ESQ
478 KING STREET STE 4
CHARLESTON SC 29403

MAKER:
BEASLEY JOHN W AL

RECIPIENT:
YOUNG RICHARD AL

Original Book:

Original Page:

# of Pages: 15
# of Sats:
# of References:
Note:

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	10.00
Postage	$	-
Chattel	$	-
TOTAL	$	20.00

DRAWER: Drawer 1
CLERK: KLH

0684	902	12/08/2017	15
Book	Page	Recorded Date	# Pgs

		M	09:29:32
Original Book	Original Page	Doc Type	Recorded Time

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Richard Young and Jason Greene,

Plaintiffs,

v.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-____________

LIS PENDENS
(Suit on Note)
(Foreclosure of Mortgage)
(Deficiency Judgment Demanded)
(Non-Jury)

TO THE DEFENDANTS ABOVE NAMED:

NOTICE IS HEREBY GIVEN THAT an action is being commenced and is now pending in the Court of Common Pleas for Charleston County, South Carolina, upon a complaint of the above-named Plaintiffs against the above-named Defendants for the purposes of foreclosing upon those certain Mortgage by and between Plaintiffs and John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, the same being recorded on December 8, 2017 in Book 0684 at Page 902, in the Office of the Mesne Conveyances for Charleston County, on the below described real property which, at the time of the filing of this Notice, was situate in the County of Charleston, State of South Carolina, was more fully described as:

ALL that certain piece, parcel or lot of land, lying and being on James Island, in

ELECTRONICALLY FILED - 2022 Aug 04 11:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "Resubdivision Lots 4, 4A, & 6 into New Lot 4 & New Lot 6 , TMS Number 427-00-00-066, 102, and 109, Seaside Plantation" by Absolute Surveying, Inc. dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston Count in Plat Book DD at page 586.

Said lot having such size, shape, dimensions and boundaries as will be referenced to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at page 586.

ALSO,

All right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in §49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto

This being a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office of Charleston County in Book H475 at page 025.

TMS No.: 427-00-00-102

Property Address: 1050 Sea Eagle Watch
Charleston, South Carolina 29412

TURNER PADGET GRAHAM & LANEY, P.A.

s/Ian D. McVey
Ian D. McVey (SC Bar No. 71196)
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com
Attorneys for the Plaintiffs

August 4, 2022
Columbia, South Carolina

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Richard Young and Jason Greene,

Plaintiffs,

v.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-10-03510

AMENDED SUMMONS
(Suit on Note)
(Foreclosure of Mortgage)
(Deficiency Judgment Demanded)
(Declaratory Judgment)
(Non-Jury)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 1901 Main Street, 17th Floor (29201), P.O. Box 1473, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff(s) will move for an order of reference or that the Court may issue a general order of reference of this action to a Master in Equity/Special Referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s).

TURNER PADGET GRAHAM & LANEY, P.A.

s/Ian D. McVey
Ian D. McVey (SC Bar No. 71196)
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com
Attorneys for the Plaintiffs

August 22, 2022
Columbia, South Carolina

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A NO.: 2022-CP-10-03510 **AMENDED COMPLAINT** (Suit on Note) (Foreclosure of Mortgage) (Deficiency Judgment Demanded) (Declaratory Judgment) (Non-Jury)

NOW COME PLAINTIFFS, Richard Young and Jason Greene (collectively, "Plaintiffs"), complaining of the Defendants herein, who hereby alleges and states as follows:

PARTIES AND JURISDICTION

1. Plaintiffs are citizens and residents of Charleston County, South Carolina.

2. Upon information and belief, Defendants James W. Beasley, Jr. and Lillian Beasley (collectively "Borrowers") are citizens and residents of Charleston County, South Carolina.

3. Upon information and belief, Defendant Bob Hollow Investments, LLC ("Bob Hollow") is a limited liability company organized and existing under the laws of the State of South

Carolina.

4. Upon information and belief, Defendant Anna Pruitt ("Pruitt") is a citizen and resident of Charleston County, South Carolina.

5. Upon information and belief, Defendant Seaside Plantation Property Owners Association, Inc. ("Seaside") is a non-profit corporation organized and existing under the laws of the State of South Carolina.

6. Defendant South Carolina Department of Revenue ("SCDOR") is a department and political subdivision of the State of South Carolina.

7. Defendant The United States of America by and through its Agent the Internal Revenue Service ("IRS") is an agency of the United States Government.

8. The real property that is the subject of this foreclosure action is located in Charleston County, South Carolina.

9. Jurisdiction and venue are proper in the Court of Common Pleas for Charleston County, South Carolina.

10. Because this is a foreclosure action, this matter is also proper for reference to the Master-in-Equity or Special Referee for Charleston County.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

11. To the extent they are not inconsistent, the allegations contained in the preceding paragraphs are repeated and re-alleged herein as if in verbatim.

12. This cause of action is brought pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, *et seq.*

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

13. An actual justiciable controversy exists between the parties hereto, namely, Plaintiff, Borrowers, Pruitt and Seaside.

14. By deed dated December 29, 2002, Dr. A. Bert Pruitt, Jr. ("Dr. Pruitt") conveyed the following real property to Defendant Pruitt ("Pruitt Property"):

> ALL that certain parcel, piece or lot of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Charleston, known and designated as Lot 6 o n a certain plat entitled "Dock Plan for Lots 4A & 5, Seaside Plantation, James Island, City of Charleston, S.C.", property own ed by Dr. A. Bert Pruitt, plat prepared by Lawrence J. Kennerty, Jr., dated August 17, 2011 and recorded in the RMC office for Charleston County in Plat Book EF at page 456.
>
> SAID lot having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

15. By deed dated November 10, 2003, Dr. Pruitt conveyed to Borrowers the following real property ("Subject Property"):

> ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "Resubdivision Lots 4, 4A, & 6 into New Lot 4 & New Lot 6 , TMS Number 427-00-00-066, 102, and 109, Seaside Plantation" by Absolute Surveying, Inc. dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston Count in Plat Book DD at page 586.
>
> Said lot having such size, shape, dimensions and boundaries as will be referenced to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at page 586.
>
> ALSO,
>
> All right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in

"critical areas" as defined in §49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto

This being a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office of Charleston County in Book H475 at page 025.

TMS No.: 427-00-00-102

Property Address: 1050 Sea Eagle Watch
Charleston, South Carolina 29412

16. The Subject Property is accessed by a 50' Ingress/Egress Easement ("Easement") over and across the Pruitt Property, the same being more particularly shown and delineated on that certain survey entitled "Resubdivision Lots 4, 4A, & 6 into New Lot 4 & New Lot 6 , TMS Number 427-00-00-066, 102, and 109, Seaside Plantation" by Absolute Surveying, Inc. dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston Count in Plat Book DD at page 586 ("Survey"). **See Exhibit "A."**

17. As shown on the survey, the Easement terminates into a cul de sac (the "Cul De Sac") at the end of a 50' R/W bearing the road name "Sea Eagle Watch," said Cul De Sac being located on a portion of the Pruitt Property as more fully shown on said survey.

18. The Subject Property as well as the Pruitt Property are subject to the following (collectively, the "Declaration"):

a. Amended and Restated Declaration of Covenants, Conditions, Restrictions an Easements for Seaside Plantation dated November 13, 1992 and recorded on December 10, 1992 in the office of the Register of Mesne Conveyances for Charleston County in Book J-221 at page 534;
b. Amended and Restated Declaration of Covenants, Conditions, Restrictions an Easements for Seaside Plantation dated November 13, 1992 and recorded on December 14, 1992 in the office of the Register of Mesne Conveyances for Charleston County in Book J-221 at page 371; and
c. Supplemental Declaration to Annex Additional Lands dated October 17, 2014 and

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

recorded on October 21, 2014 in Book 0436 at page 33.

19. Pursuant to the terms of the Declaration, the roads located in Seaside Plantation are privately maintained and dedicated to Defendant Seaside including Seaside Watch.

20. Upon information and belief, the Cul De Sac may not have been properly dedicated to Seaside under the Declaration.

21. Upon information and belief, Defendant Seaside has been maintaining the Cul De Sac since its installation.

22. Upon information and belief, it was the intent of the parties, namely Borrowers, Pruitt and Seaside, for the Cul De Sac to be dedicated to Defendant Seaside as a portion of the privately maintained road known as Sea Eagle Watch.

23. Therefore, Plaintiff would respectfully submit that it is entitled to an order declaring the Cul De Sac to be a portion of the road known as Sea Eagle Watch and dedicated to Defendant Seaside under the Declaration for the use and benefit of the owners in Seaside Plantation including Borrowers, their heirs, successors and assigns.

24. Plaintiff would further respectfully submit that it is entitled to an order declaring the Easement to be a valid easement for the benefit of the Subject Property over and across the Pruitt Property beginning at Sea Eagle Watch and terminating on the Subject Property with full rights of access, ingress and egress over and across the Pruitt Property to Sea Eagle Watch and the other roads and common areas located within Seaside Plantation.

25. In the alternative, Plaintiff would respectfully submit that it is entitled to an order of the Court finding that the Easement extends over and across the Pruitt Property to Sea Eagle Watch including any portion of the Pruitt Property located within the Cul De Sac.

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

FOR A SECOND CAUSE OF ACTION
(Suit on Note)
(Foreclosure of Mortgage)
(Deficiency Judgment Demanded)

26. To the extent they are not inconsistent, the allegations contained in the preceding paragraphs are repeated and re-alleged herein as if in verbatim.

27. For value received, Borrowers along with John W. Beasley, Jr. ("Beasley, Jr.") and Beasley Construction Company, LLC ("Beasley Construction") made, executed and delivered to Plaintiffs a Promissory Note in writing dated November 20, 2017 ("Note"), promising thereby to pay to the order of the Plaintiffs the original sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100s($647,500.00) dollars with interest at the rate set forth therein. The other terms and conditions are set out therein. **See Exhibit B.**

28. Said Note was executed and delivered pursuant to a Settlement Agreement and Conditional Release of Claims ("Settlement Agreement") by and between Plaintiffs, Borrowers, Beasley, Jr. and Beasley Construction dated November 20, 2017.

29. Said Settlement Agreement also provided for the execution and delivery of certain Confession of Judgment ("Confession") by Borrowers, Beasley, Jr. and Beasley Construction (collectively, "Debtors") in favor of Plaintiffs, the same to be held in trust pending faithful payment and performance of Debtors under the terms of the Settlement Agreement and Note.

30. As further security for payment of the sums provided for under the Settlement Agreement and Note above-described, Borrowers made, executed and delivered to Plaintiffs a Mortgage, Security Agreement and Financing Statement ("Mortgage") in writing dated November 20, 2017, encumbering the above-described Subject Property. **See Exhibit C.**

31. Said Mortgage constitutes a second priority lien on the Subject Property subordinate only to that certain mortgage to Community First Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Book 610 at page 484.

32. Plaintiffs are the owners and holders of Note and Mortgage.

33. Subsequent the execution, delivery and recording of the Mortgage, Borrowers conveyed the Subject Property to themselves as Trustees or successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto by quit-claim deed dated August 16, 2018 and recorded on August 29, 2918 in the office of the Register of Mesne Conveyances for Charleston County in Book 0743 at page 826. Said conveyance was subject to Plaintiffs' Mortgage.

34. According to the terms and conditions of Note and Mortgage it is provided that in the event of default in the payment of any installment when due or upon maturity, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder, and if the same should be placed in the hands of any attorney for collection, all costs of collection, including attorney's fees, would be secured by the said Mortgage as a part of the debt secured thereby.

35. Under the terms and conditions of Note and Mortgage, it is provided that together with, and in addition to, the monthly payments of principal and interest payable under the terms of Note secured thereby, Borrowers may pay certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the property

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

subject to said Mortgage.

36. Further, under the terms and conditions of the Note and Mortgage, it was agreed that Borrowers would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if he failed to do so, the Plaintiffs might pay same, which amount, together with interest thereon, would be secured by Mortgage.

37. According to the terms of the Note and Mortgage, and as additional security, Borrowers assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and Plaintiffs have the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by Mortgage.

38. The monthly payments due on the Note and Mortgage are in default, the Note has matured, the terms and conditions of said Note have been broken, and the Plaintiffs elect to, and do declare the entire balance of said indebtedness due and payable.

39. There is due on said Note and Mortgage as of July 29, 2022, the following amounts:

a.	Principal	$572,500.00
b.	Interest through July 29, 2022 at a rate of twelve (12%) percent	$224,915.02
Total Debt Amount as of July 29, 2022		**$848,479.40**

Together with any other fees, charges and additional interest on said amounts that may accrue from and after July 29, 2022, as well as all costs and expenses incurred in enforcing the

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

provisions of said Note and Mortgage securing said obligation, including attorney's fees and costs.

40. The Confession of Judgment was recorded as a result of Debtors' default on May 30, 2019 and released as to Borrowers on March 17, 2021 after payment of Fifty Thousand and 00/100s ($50,000.00) dollars by Borrowers for such release. Said release did not satisfy the obligations of the parties, including Borrowers, under the Note, Mortgage and Settlement Agreement.

41. Plaintiffs specifically demand their right to a deficiency judgment against Borrowers under the Note and further demands an immediate entry of judgment against Borrowers pursuant to S.C. Code Ann. § 29-3-650.

42. Upon information and belief, certain costs for the preservation of the Subject Property have been or may be incurred by Plaintiffs as a result of this delinquency, and Plaintiffs are informed and believe they are entitled to reimbursement for such charges, if any.

43. Any and all notices required by the terms of the Loan Documents, or by state or federal laws, have been given to the applicable Defendant(s).

44. The mortgage loan which is the subject of this action is in no way affiliated with Fannie Mae or Freddie Mac nor are Plaintiffs participating members of the Home Affordable Modification Program.

45. Due to the nature of the Note and Settlement Agreement which are the subject of this Action, this action is not subject to the Administrative Order issued on May 2, 2011, by the Honorable Jean H. Toal of The Supreme Court of South Carolina.

46. Defendant Bob Hollow is made a party to this action by virtue of that certain Judgment against J.J. Beasley a/k/a John W. Beasley in that certain action encaptioned <u>Bob Hollow</u>

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Investments, LLC, et al. v. J.J. Beasley a/k/a John W. Beasley, et al., Case No. 2019-CP-10-00231. Upon information and belief, the John W. Beasley named in that action is not the same John W. Beasley named herein and not a valid lien on the Subject Property. In the alternative, any interest claimed by said Defendant as a result of the forgoing Judgment is junior and subordinate to Plaintiffs' Mortgage.

47. Defendant Seaside is made a party hereto by virtue of any lien or interest it may have in the Subject Property given to it under that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions an Easements for Seaside Plantation dated November 13, 1992 and recorded on December 10, 1992 in the office the Register of Mesne Conveyances for Charleston County, South Carolina in Book J-221 at page 534 and supplemented by that certain Supplemental Declaration to Annex Additional Lands dated October 17, 2014 and recorded on October 21, 2014 in Book 0436 at page 33. Any interest claimed by Defendant Seaside is junior and subordinate to Plaintiffs' Mortgage.

48. Defendant SCDOR is made a party hereto as a result of certain Notice of Tax Lien, No. 346293 recorded on December 7, 2018 in the office of the Register of Mesne Conveyances for Charleston County, South Carolina as File Number 2018-15539. Upon information and belief, the John W. Beasley named in said Notice of Tax Lien is not the same person as Defendant John W. Beasley named herein and therefore not a valid lien on the Subject Property.

49. Defendant IRS is made a party hereto as a result of certain Notice of Federal Tax Lien, No. 314609018 recorded on July 16, 2018 in the office of the Register of Mesne Conveyances for Charleston County, South Carolina as File Number 2018-07723. Upon information and belief, the John W. Beasley named in said Notice of Tax Lien is not the same

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

person as Defendant John W. Beasley named herein and therefore not a valid lien on the Subject Property.

50. Plaintiffs would expressly reserves any rights they have against Debtors under the Note, Settlement Agreement and Confession in the event that the proceeds of the Foreclosure Sale are insufficient to satisfy the sums due and owing to Plaintiffs from Debtors.

WHEREFORE, having fully set forth their complaint, the Plaintiff prays that the Court inquire into the matters set forth herein and:

a. That the Court enter an order declaring the Cul De Sac be a portion of Sea Eagle Watch and dedicated to Defendant Seaside and the owners in Seaside Plantation under the Declaration;

b. That the Court enter an order declaring the Easement to be a valid easement for the purpose of ingress and egress from the Subject Property over and across the Pruitt Property with a beginning at Sea Eagle Watch, the privately maintained road dedicated for the use of the owners of Seaside Plantation including the Borrowers, their successors and assigns with its terminus on the Subject Property;

c. In the alternative, that the Court enter an order declaring that the Easement extend over and across the entirety of the Pruitt Property to Sea Eagle Watch including any portion of the Pruitt Property that may lie within the Cul De Save;

d. That the amount due upon the Note (and the Mortgage granted as security therefor) held by the Plaintiffs be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action;

e. That a judgment be immediately entered, pursuant to S.C. Code Ann. § 29-3-650,

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

against Borrowers, jointly and severally, for the amounts due on the Note together with interest at the rate set forth in said Note, plus all costs of collection, including attorney's fees subject to reduction after public sale;

f. That the Mortgage be declared a second priority lien on the Subject Property, senior and superior to any and all interests claimed by any Defendant hereto and subject only to the mortgage lien of Community First Bank of Charleston dated December 28, 2006 and recorded on January 2, 2007 in the office of the Register of Mesne Conveyances for Charleston County in Book 610 at page 484;

g. That the interests of Defendants Bob Hollow, SCDOR and IRS be found to not be valid liens on the Subject Property;

h. That the Plaintiffs be awarded a judgment of foreclosure of the Mortgage for the amount so found to be due and owing on the Note, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action;

i. That the Subject Property be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiffs' Note and Mortgage, together with attorney's fees as aforesaid;

Third, the surplus, if any, be distributed according to the law;

j. That an order be entered directing and empowering the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Subject Property should the same become necessary;

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

k. That Plaintiffs be awarded reimbursement of all costs related to the preservation of the property subject to this action incurred by Plaintiffs as a result of the delinquency;

l. That, in the alternative, Plaintiffs be awarded a deficiency judgment against Borrowers for any amounts due and owing after foreclosure sale;

m. That Plaintiffs' rights under the Note, Settlement Agreement and Confession be preserved in the event the proceeds from the Foreclosure Sale are insufficient to satisfy the debt owed to Plaintiffs thereunder; and

n. Award such other and further relief as may be just and proper.

TURNER PADGET GRAHAM & LANEY, P.A.

/s/ Ian D. McVey
Ian D. McVey, SC Bar No. 71196
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com

BRUNER POWELL WALL & MULLINS, LLC

/s/ Joey R. Floyd
Joey R. Floyd, SC Bar No. 68491
PO Box 61110
Columbia, South Carolina 29260
Tel. (803)252-7693
Fax (803)254-0629
Email jfloyd@brunerpowell.com

Attorneys for the Plaintiffs

August 22, 2022
Columbia, South Carolina

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	
Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	C/A NO.: 2022-CP-10-03510 **VERIFICATION**

PERSONALLY appeared before me, the undersigned, who, after being duly sworn, deposes and says that the allegations contained in the foregoing Amended Verified Complaint are true, accurate and of his own knowledge, except those allegations ~~stated to~~ be upon information and belief, and as to those, deponent believes them to be true.

Richard Young

Sworn before me this 10th day of August, 2022

Notary Public for Florida
Printed Name: Chantal Samlal
My Commission Expires: July 5, 2024

CHANTAL SAMLAL
MY COMMISSION # HH 014061
EXPIRES: July 5, 2024
Bonded Thru Notary Public Underwriters

My Commission Expires: ____________

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A No.: 2022-CP-10-03510 **VERIFICATION**

PERSONALLY appeared before me, the undersigned, who, after being duly sworn, deposes and says that the allegations contained in the foregoing Amended Verified Complaint are true, accurate and of his own knowledge, except those allegations stated to be upon information and belief, and as to those, deponent believes them to be true.

Jason Greene

Sworn before me this 17 day of August, 2022

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Christina Dorrance

Notary Public for Alabama

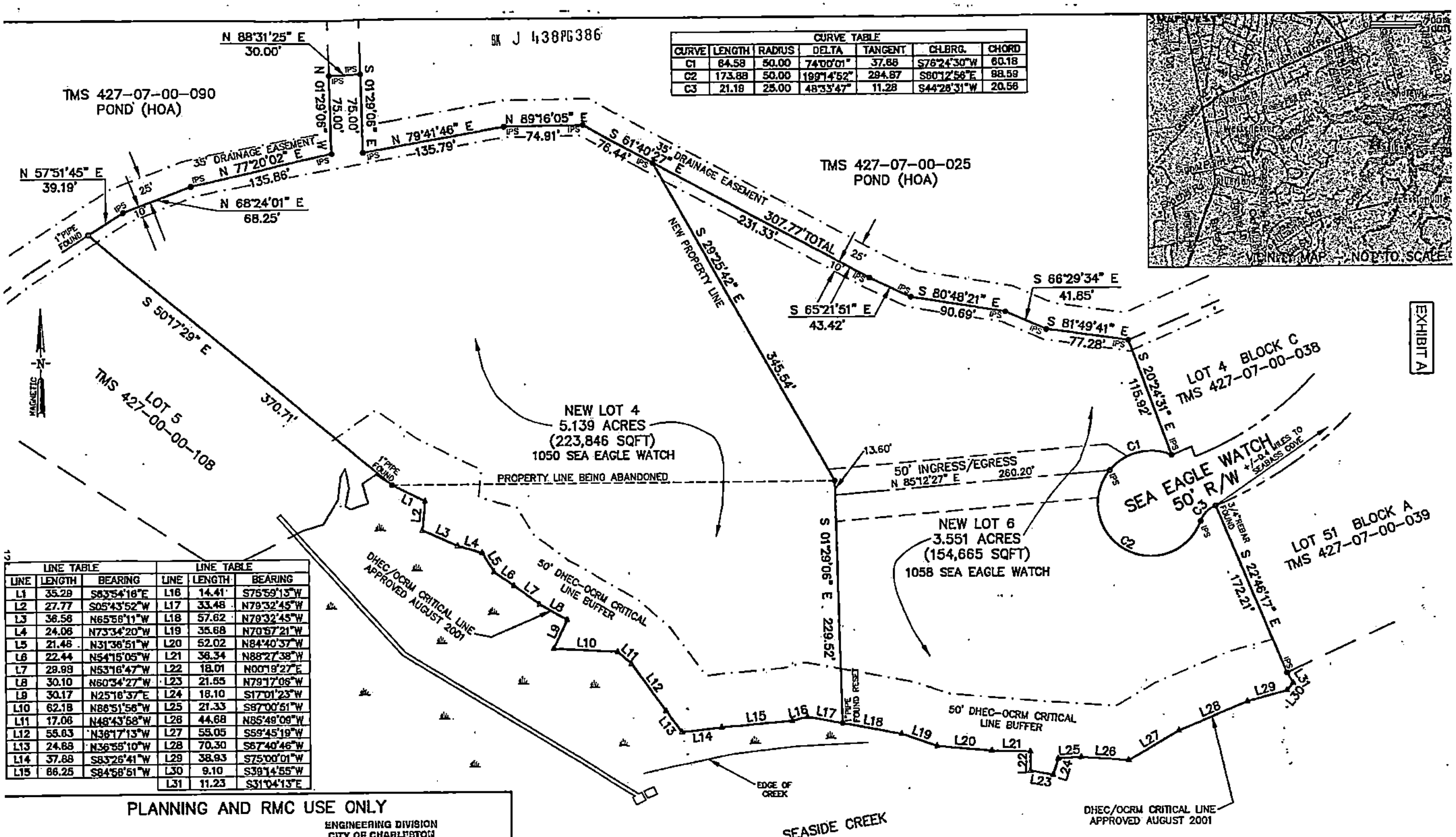
Printed Name: Christina Dorrance

My Commission Expires: 2/28/2026

CHRISTINA DORRANCE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 28, 2026

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

BK J 438PG386



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CH.BRG.	CHORD
C1	64.58	50.00	74°00'01"	37.68	S76°24'30"W	60.18
C2	173.88	50.00	199°14'52"	294.87	S80°12'56"E	98.59
C3	21.18	25.00	48°33'47"	11.28	S44°28'31"W	20.56

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	35.29	S63°54'16"E	L16	14.41'	S75°59'13"W
L2	27.77	S05°43'52"W	L17	33.48	N79°32'45"W
L3	36.56	N65°56'11"W	L18	57.62	N79°32'45"W
L4	24.06	N73°34'20"W	L19	35.68	N70°57'21"W
L5	21.46	N31°36'51"W	L20	52.02	N84°40'37"W
L6	22.44	N54°15'05"W	L21	36.34	N88°27'38"W
L7	29.98	N53°16'47"W	L22	18.01	N00°19'27"E
L8	30.10	N60°34'27"W	L23	21.65	N79°17'06"W
L9	30.17	N25°16'37"E	L24	16.10	S17°01'23"W
L10	62.18	N86°51'56"W	L25	21.33	S87°00'51"W
L11	17.06	N48°43'58"W	L26	44.68	N85°49'09"W
L12	55.63	N36°17'13"W	L27	55.05	S59°45'19"W
L13	24.68	N36°55'10"W	L28	70.30	S67°40'46"W
L14	37.88	S83°26'41"W	L29	38.93	S75°00'01"W
L15	66.25	S84°58'51"W	L30	9.10	S39°14'55"W
			L31	11.23	S31°04'13"E

PLANNING AND RMC USE ONLY

ENGINEERING DIVISION
CITY OF CHARLESTON

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 28 day of February, 2003 at 4:17 o'clock in Plat Book DD Page 586 and tracing cloth copy filed in File 2 Drawer 4 Folder 85, Drawing No. 19.
Original plat (a White Print) delivered to City of Chas.

Register Mesne Conveyance

DATE PLAT APPROVED 2-24-03

APPROVED BY CITY ENGINEER

APPROVED BY:

FOR CITY ENGINEER

SOUTH CAROLINA REGISTERED LAND SURVEYOR 9758 JAMES KELLY DAVIS

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

James Kelly Davis 2/13/3

JAMES KELLY DAVIS, R.L.S. No. 9758

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION ABSOLUTE SURVEYING, INC. No. C01968

NOTES & REFERENCES:

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 455412 0035 E, DATED 11/4/92, THIS PROPERTY LIES IN FLOOD ZONE A5 (12 NGVD29)

REFERENCE PLAT BY LAWRENCE J. KENNERTY, JR. & RECORDED IN THE CHARLESTON CO. RMC OFFICE IN PLAT BOOK EF PAGE 56.

IPS = 3/4" REBAR SET

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

RESUBDIVISION
LOTS 4, 4A & 6 INTO
NEW LOT 4 & NEW LOT 6
TMS 427-00-00-066, 102 & 109
SEASIDE PLANTATION

OWNED BY: DR. A. BERT PRUITT, JR.
JAMES ISLAND - CITY OF CHARLESTON
CHARLESTON COUNTY, SC
DATE: JANUARY 15, 2003 SCALE: 1" = 60'
REVISED: FEBRUARY 13, 2003

ABSOLUTE SURVEYING, INC.
4 CARRIAGE LANE
P.O. BOX 30604
CHARLESTON, SOUTH CAROLINA 29417
PHONE (843)763-6669 FAX (843)763-6632

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
) PROMISSORY NOTE
COUNTY OF CHARLESTON)

$647,500.00 November 20, 2017

WHEREAS, on or about September 25, 2017, JOHN W. BEASLEY, JR. ("John Jr.") borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from JASON GREENE ("Greene"), which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from RICHARD YOUNG ("Young"), which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from Greene and Young (collectively hereunder, the "Creditors"), which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. ("John Sr."), LILLIAN BEASLEY ("Lillian"), and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company (the "Company", John Jr., John Sr., Lillian, and the Company collectively hereunder, the "Debtors") have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof;

WHEREAS, the Creditors have incurred Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) in costs in expenses in the resolution of this matter and the drafting of documents, which Debtors have agreed to capitalize into this Promissory Note;

WHEREAS, the Creditors and Debtors have by separate document executed memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth therein in order to avoid the costs and frustrations attenuated with litigation (the "Settlement and Release"); and

NOW THEREFORE, for and in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations under the Settlement and Release, the

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

EXHIBIT B

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

unconditional and irrevocable of John Sr., Lillian, and the Company to join John Jr. as co-Debtors, with joint and several liability for the repayment of all sums owed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

FOR VALUE RECEIVED, the undersigned, JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Ave, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company", John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors"), joint and several, promise to pay to the order of RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"), by wire transfer and in lawful money of the United States of America, the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), without interest thereon for so long as this Promissory Note is not in default. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Failure to fully remit the principal balance of this Promissory Note prior to the Maturity Date shall be an event of default of this Promissory Note. In the event of default, the unpaid balance shall bear interest at the rate of Twelve Percent (12%) per annum (the "Default Interest Rate").

The above recitals comprise material provisions to this promissory and are incorporated herein as if restated verbatim.

THIS PROMISSORY NOTE MAY BE PREPAID AT ANYTIME WITHOUT PENALTY.

If this Promissory Note is not payable on demand, then upon the occurrence of any of the following events this Promissory Note and all other liabilities at the Lender's option, shall become due and payable immediately, by acceleration, without notice or demand:

(a) default by the Debtors in the payment of any principal of, or interest on, this Promissory Note when and as same shall become due and payable, whether at maturity, by acceleration, or otherwise; or,

(b) any representation or warranty made or any financial statement or other information furnished by the Debtors, or any one of them, in connection with the execution and delivery of this Promissory Note or any Security Document, a defined below; or,

(c) any certificate furnished pursuant hereto shall prove to be false at any time in any material respect; or,

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

(d) default by the Debtors, or any one of them, in the due performance of any term, provision or agreement to be performed by them (other than for the payment of principal or interest), contained herein or in any Security Document, as that term is defined below; or,

(e) the Debtors, or any one of them, as co-makers and guarantors with respect to this Promissory Note, shall become involved in financial difficulties as evidenced by: (i) making an assignment for the benefit of creditors or the commencement of any similar Debtors' relief proceeding, whether judicial or otherwise; (ii) consent to or application for the appointment of a trustee, interim trustee, custodian or receiver for all or a major portion of any property of the Debtors; (iii) the commencement of any action or proceeding under any other federal or state bankruptcy, insolvency, composition, Debtors' relief, reorganization or other similar law, or have such a proceeding commenced against any of them and either have an order of insolvency or reorganization entered against any of them or have the proceeding remain undismissed or unstayed for 60 days; (iv) entry of a final judgment for the payment of money against any of them and the same shall not be discharged within 30 days of its entry, or an appeal or proceeding for such appeal shall not be obtained; or (v) death, dissolution or suspension of the corporate charter or of the partnership, insolvency or failure or suspension of the usual business of any of them; or (vi) the issuance of any attachment, garnishment, execution, federal tax levy, or other process or seizure against any of their property.

The Debtors hereby waive presentment, demand for payment, protest, notice of protest, and notice of nonpayment, and further agree and consent that, without notice and without affecting their liability hereon, the holder(s) hereof at any time or times is/are authorized to: (a) correct patent errors and fill blanks herein; and/or (b) cause or permit the signature of one or more additional makers, co-makers, sureties, guarantors and/or endorsers to be added hereto.

If this Promissory Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage(s) securing this Promissory Note, then, all cost of collection, including a reasonable sum for attorney fee, which shall be deemed to be not less than Fifteen Percent (15%) of the outstanding balance due, shall be added hereto as attorney's fees secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Promissory Note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this Promissory Note, or any change or changes by way of release or surrender of any collateral held as security for this Promissory Note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

Notwithstanding the foregoing, any holder of this Promissory Note may, in writing to the Debtors, direct and designate such other place or address for payment to be observed by Debtors.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

EXHIBIT B

The undersigned Debtors further acknowledge and intend that this Promissory Note shall be binding upon their heirs, successors, and assigns, as the case may be.

No delay by the Creditors in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

This Promissory Note is secured by mortgages of even date herewith, given by Debtors in favor of Creditors hereunder, and to be recorded in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina, regarding, pledging, and encumbering certain real property (a "Security Document").

This Promissory Note is made and to be interpreted under the laws of the State of South Carolina. Venue for any dispute regarding the rights, duties, and obligations under this Promissory Note is proper in any court of competent jurisdiction for Charleston County, South Carolina.

DEBTORS:

John W. Beasley, Jr.

John W. Beasley a/k/a John W. Beasley, Sr.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

Lillian Beasley

By: John W. Beasley, Jr.
Its: Sole Member

[END OF PROMISSORY NOTE.]

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

PAYMENT RIDER TO PROMISSORY NOTE

Debtors: JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC
Creditors: RICHARD YOUNG and JASON GREENE
Date of Promissory Note: November 30, 2017

For so long as RICHARD YOUNG and JASON GREENE, whether together or individually, remain a holder of this Promissory Note, or until otherwise directed by either of them, each and every payment to be made under the Promissory Note shall be made by wire transfer as follows:

[redacted]

For Credit to:

[redacted]

Memo:

[redacted]

Notwithstanding the foregoing, any holder of this Promissory Note may, in writing to the Debtors, direct and designate such other place or address for payment to be observed by Debtors.

DEBTORS:

John W. Beasley, Jr.

Lillian Beasley

John W. Beasley a/k/a John W. Beasley, Sr.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

By: John W. Beasley, Jr.
Its: Sole Member

[END OF PAYMENT RIDER TO PROMISSORY NOTE.]

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT C

BP0684902

PGS:
15

PREPARED BY AND
AFTER RECORDING RETURN TO:
Justin John Price, Esq.
478 King Street, Suite 4
Charleston, South Carolina 29403
843.368.9173

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made and entered into as of November 20TH, 2017, by **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY A/K/A LILLIAN J. BEASLEY**, Individuals residing at 1050 Sea Eagle Watch, Charleston, South Carolina 29412, their heirs, successors, and assigns (collectively, the "Mortgagor"), in favor of **RICHARD YOUNG**, an Individual whose contact information is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, and **JASON GREENE**, an Individual whose contact information is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, their heirs, successors, and assigns (collectively, the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to a promissory note of even date herewith in the original principal amount of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), together with any and all extensions, renewals, or modifications thereof, the "Note"; and

WHEREAS, Mortgagor desires to secure its obligations under the Note by granting the Mortgagee a mortgage lien on and security interest in the real property, improvements, fixtures, and personal property described below; and

NOW, THEREFORE, the Mortgagor in consideration of the aforesaid debt, and also in consideration of the further sum of Ten and No/100 Dollars ($10.00), to them in hand paid by the Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing the Obligations (as hereinafter defined) as a mortgage lien, has granted, bargained, sold, and released, and by these presents, does grant, bargain, sell and release unto the Mortgagee, their heirs, successors, and assigns, as security for the Obligations, the real property described on **Exhibit "A"** attached hereto and incorporated by reference (the "Land") including all improvements (the "Improvements") now existing or hereafter placed on the Land; and

TOGETHER, with all rights, privileges, interests, easements, tenements, hereditaments and appurtenances thereto belonging, including without limitation all right, title and interest of Mortgagor in and to water, minerals, flowers, shrubs, crops, trees, timber and other emblements

ljb Initials JWB Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

now or hereafter located therein, and the rents, issues and profits thereof, and any and all improvements and fixtures now or subsequently attached to or used in connection therewith (collectively, together with the Land and the Improvements, the "Mortgaged Property").

TO HAVE AND TO HOLD, all and singular the Mortgaged Property, unto the Mortgagee, their heirs, successors, and assigns forever.

AND the Mortgagor covenants with and to the Mortgagee that the Mortgagor is indefeasibly seized of a good and marketable fee simple title to said Mortgaged Property and has good and lawful authority to mortgage said Mortgaged Property; and

PROVIDED, ALWAYS, that if the Mortgagor shall pay unto the Mortgagee the said Obligations (including any future advances); and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants therein and in this Mortgage, then this Mortgage and all assignments contained herein shall cease and be null and void; otherwise to remain in full force and effect.

THIS MORTGAGE secures (a) the obligations of Mortgagor to Mortgagee under the Note; (b) any and all advances or expenditures made by Mortgagee pursuant to the terms of this Mortgage; (c) attorneys' fees, court costs, and other amounts which may be due under the Note or this Mortgage; (d) any and all other indebtedness of Mortgagor to Mortgagee, now existing or hereafter arising, of whatever class or nature, whether or not now contemplated by the parties, including future advances pursuant to S.C. Code Ann. § 29-3-50, 1976, as amended (as set forth more fully below); and (e) any and all extensions, renewals, and modifications of any of the foregoing (all of (a) through (e) being hereinafter referred to the as "Obligations". Extensions, renewals, and modifications of the debt secured hereby, and future advances, may bear interest at a rate or rates higher than the rate borne by the Note.

THIS MORTGAGE shall secure not only existing indebtedness but all future advances (in accordance with S.C. Code Ann. § 29-3-50) readvances, and additional indebtedness hereafter arising or incurred of Mortgagor to Mortgagee, and any notes evidencing the same, whether such advances or indebtedness is obligatory or to be made at the option of the Mortgagee, or otherwise, to the same extent as if such future advance or indebtedness was made on the date of the execution of this Mortgage, but the indebtedness secured by this Mortgage shall not exceed at any one time the maximum principal amount of Eight Hundred Thousand and 00/100 Dollars, plus interest thereon, reasonable attorneys' fees and court costs, and plus advancements for taxes, insurance premiums, and repairs made by Mortgagee. All indebtedness incurred after the date hereof by Mortgagor in favor of Mortgagee shall be deemed to be a future advance and entitled to the protection of this provision. Such future indebtedness may bear interest at a rate or rates greater than the rate set forth in the Note. Interest on the Note will be deferred, accrued, or capitalized, but Mortgagee shall not be required to defer, accrue, or capitalize any interest except as provided in the Note.

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AND the Mortgagor does hereby expressly covenant and agree as follows:

1. **Assignment of Rents and Profits.** As further security for the payment of the Obligations and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, Mortgagor hereby sells, mortgages, transfers and assigns unto Mortgagee and grants Mortgagee a security interest in all the right, title and interest of the Mortgagor in and to the rents, hunting leases, agricultural leases, issues, profits, revenues, royalties, rights and benefits from the above described property, and to that end Mortgagor hereby assigns and sets over unto the said Mortgagee all leases and licenses of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and Mortgagor does hereby authorize and empower the Mortgagee to collect said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as they may now be due or shall hereafter become due to the said Mortgagee, upon demand for payment thereof by said Mortgagee; it being understood and agreed, however, that no such demand shall be made unless and until there has occurred an Event of Default hereunder; and until such demand is made, Mortgagor is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid, by the Mortgagor shall not operate to permit the collection of any rents more than thirty (30) days in advance of the date same are due under the terms and provisions of said lease or leases.

2. **After Acquired Property.** The Lien of this Mortgage shall automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property or any part thereof, and shall likewise automatically attach to any and all subsequent or additional interests Mortgagor may hereafter acquire in the Mortgaged Property.

3. **Payment of Obligations.** Mortgagor covenants and agrees to pay the Obligations in accordance with their terms promptly as the principal and interest thereon shall become due.

4. **Maintenance of Property.** Mortgagor shall maintain the Mortgaged Property in good condition and repair and shall neither permit nor allow waste thereof. Mortgagor shall promptly repair or restore any portion of the Mortgaged Property which is damaged or destroyed by any cause whatsoever and shall promptly pay when due all costs and expenses of such repair or restoration. Mortgagor shall not remove, demolish, or materially alter any improvement or fixture which is now or hereafter part of the Mortgaged Property and shall cut no timber on the on the Mortgaged Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

5. **Insurance.** Mortgagor shall maintain with respect to all buildings, improvements, fixtures, and tangible personal property which are now or hereafter part of the Mortgaged

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Property, fire and extended coverage insurance, including windstorm and hail, and earthquake insurance, and such other hazard insurance as Lender may require. If any portion of the Mortgaged Property is located in a federally designated flood plain, Mortgagor shall also obtain a flood insurance policy in the maximum amount available under the National Flood Insurance Act of 1968, but not to exceed the replacement value of all buildings and improvements located on the Mortgaged Property that are located in a federally designated flood plain. All such insurance shall be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and shall not be cancelable by either the insurer or the insured without at least thirty (30) days prior written notice to the Mortgagee. Mortgagor shall keep the Mortgaged Property continuously insured as herein required and shall deliver to Mortgagee a copy of each policy of insurance required hereby together with a current certificate of insurance. Mortgagor shall pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor shall furnish to Mortgagee at least ten (10) days prior to such expiration or termination a copy of a renewal or replacement policy of insurance meeting the requirements hereof together with a current certificate of insurance. If Mortgagor fails to insure the Mortgaged Property as herein required, Mortgagee may so insure the Mortgaged Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor and shall secured by this Mortgage. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Mortgaged Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Mortgaged Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

6. **Proceeds of Insurance.** Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed Mortgagor upon any policy of insurance insuring any portion of the Mortgaged Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. So long as there has occurred no Event of Default hereunder, or any event which but for the lapse of time or the giving of notice would constitute an Event of Default, any indemnity payment received by Mortgagee from any such policy of insurance shall be applied in a manner reasonably determined by Mortgagee to the replacement, repair or restoration of the portion of the Mortgaged Property damaged or destroyed. Notwithstanding the foregoing, if at the time of payment of the insurance proceeds there has occurred an Event of Default which has not been cured or remedied as permitted hereunder, or if in the reasonable determination of Mortgagee the insurance proceeds, together with funds made available by Mortgagor for such purpose, are insufficient to replace, repair, or restore the Mortgaged Property, then Mortgagor may apply such proceeds to payment of any sum secured by this Mortgage in such order as Mortgagee may determine. No portion of any

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

indemnity payment which is applied to replacement, repair or restoration of any portion of the Mortgaged Property or which may be released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. **Taxes.** Mortgagor shall pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Mortgaged Property which is superior to the lien of this Mortgage and shall deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount of validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Mortgaged Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with the Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing. Mortgagor shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other Obligations secured hereby, for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the Note.

8. **Advances by Mortgagee; Reimbursement.** If Mortgagor fails to make payment for restoration or repair of the Mortgaged Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate of interest as established pursuant to law. Payments made for taxes by Mortgagee shall be a first lien on the Mortgaged Property to the extent of the taxes so paid with interest from the date of payment, regardless of rank or priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

9. **Extending Time for Payment.** Mortgagee, without notice, and as often as it wishes to, may agree with any party obligated on the Obligations (or any of them), or having an interest in the Mortgaged Property, to renew or extend the time for payment of any part or all of the indebtedness secured hereby, without in any way affecting either the lien hereof or the liability of any other party.

10. **Events of Default.** The term "Event of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

Initials Initials

10.1. The occurrence of a default under and as defined in the Note, the giving of any required notice, and the continuation of such default unremedied beyond any applicable grace period set forth in the Note;

10.2. The occurrence of an Event of Default under and as defined in any loan agreement of even date herewith between Mortgagor and Mortgagee, the giving of any required notice, and the continuation of such default unremedied beyond any applicable grace period set forth in any such loan agreement;

10.3. Failure by the Mortgagor to pay within five (5) days of the scheduled payment date any installment of principal and/or interest on the Obligations or any of them, including but not limited to the Note, or failure to pay taxes or insurance when due, and the continuation of any such failure for five (5) days after written notice thereof is provided thereof by Mortgagor to Mortgagee;

10.4. The sale, conveyance or transfer of all or any portion of the Mortgaged Property;

10.5. Failure by the Mortgagor to duly observe any other covenant, condition or agreement of the Obligations, or of this Mortgage, and the continuation of such failure for a period of thirty (30) days after written notice thereof is provided by Mortgagee to Mortgagor;

10.6. Default in the terms or conditions of any other mortgage which is a lien upon the Mortgaged Property, and the continuation of such default beyond any applicable grace period;

10.7. The discovery of any material amount of Hazardous Substance (as hereinafter defined) on the Mortgaged Property, which Mortgagee reasonably determines has a material, adverse effect on the value of the Mortgaged Property; provided, however, that the foregoing shall not be deemed to include petroleum products and related substances properly stored and used in the ordinary course of business operations on the Mortgaged Property, and shall further not be deemed to include minor spills of petroleum and related products having no material, adverse impact on the value of the Mortgaged Property;

10.8. The damage or destruction of a material portion of the Improvements, which damage or destruction is not promptly repaired or is not fully covered by insurance;

10.9. Mortgagor suffers or permits any lien, encumbrance, or security interest to arise or attach to the Mortgaged Property that is not promptly removed or satisfied, or any judgment is entered against Mortgagor that is not satisfied or appealed and stayed within thirty days; and

10.10. Any lien for labor, material, taxes or otherwise shall be filed against the Mortgaged Property or any part thereof, which lien or liens shall not be discharged or released within thirty (30) days after the filing of such lien, whether by payment in satisfaction of such lien or securing such lien by surety bond.

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

11. **Consequences of Default.** If an Event of Default shall occur:

11.1. All of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand, which are hereby expressly waived, and the Mortgagee may proceed to foreclose this Mortgage and sell the Mortgaged Property or otherwise pursue any right or remedy herein or by law provided. At the foreclosure, Mortgagee shall be entitled to bid and purchase the Mortgaged Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Mortgaged Property.

11.2. Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management or maintenance of the Mortgaged Property, all on such terms as are deemed appropriate to protect the security of this Mortgage. The receiver shall be entitled to a reasonable fee for so managing the Mortgaged Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control and managing the Mortgaged Property and collecting the rents, including but not limited to reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repair to the Mortgaged Property, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Property, and the costs of discharging any liability or obligation of Mortgagor as lessor or Landlord of the Mortgaged Property and then to the sums secured by this Mortgage. Mortgagee and the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Mortgagee under this paragraph. If the rents of the Mortgaged Property are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the rents, Mortgagee may at its sole option advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such funds shall be payable on demand by Mortgagee and shall bear interest at the rate provided in the Note. The entering upon and taking and maintaining of control of the Mortgaged Property by the Mortgagee or the receiver and the application of the rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

12. **Marshalling of Assets.** The Mortgagee shall not be required to marshal any present or future security for (including but not limited to this Mortgage and the Mortgaged Property), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any

Initials Initials

particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Mortgagor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Mortgagee's rights under this Mortgage or under any other instrument evidencing any of the Obligations or under which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Mortgagor hereby irrevocably waives the benefits of all such laws.

13. **Costs and Expenses.** All reasonable costs and expenses (including attorneys' fees) incurred or paid by the Mortgagee in connection with enforcement of the Obligations or the exercise by the Mortgagee of any of its rights or remedies hereunder, or in retaking, holding, preparing for sale and selling or otherwise realizing upon any of the Mortgaged Property, including, without limitation, the reasonable attorneys' fees and expenses of any attorney to whom this matter is referred (whether or not litigation is commenced), or for representation in proceedings under any bankruptcy or insolvency law, or in case the Mortgagee has become a party either as plaintiff or as defendant in any suit or legal proceeding in relation to the Mortgaged Property or the lien created herein, shall be repaid by the Mortgagor to the Mortgagee upon demand, with interest at the rate provided in the Note. In the event said expenses are not paid by the Mortgagor to the Mortgagee, they shall become part of the Obligations and shall be secured hereby.

14. **Interest.** It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, or to make any payment or to do any act contrary to laws, that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

15. **Eminent Domain.** The Mortgagee shall be entitled to receive and recover the entire award made in any eminent domain proceedings to the extent that the same does not exceed the amount necessary to pay in full all sums secured by the lien of this Mortgage.

16. **Transfer of Property.** Mortgagor shall not sell, convey, transfer, mortgage, lease or further encumber, nor suffer or permit the sale, conveyance, transfer, mortgage, lease or encumbrance, whether voluntarily or by operation of law, of any interest in or any part of the Mortgaged Property, the rents and profits therefrom, without the prior written consent of Mortgagee. If any person or entity should obtain any interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall unless otherwise provided herein be deemed to be a transfer by Mortgagor. Mortgagor shall not, without the prior written consent of the Mortgagee, further assign the rents from the Mortgaged Property nor enter into any agreement or do any act to amend,

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof which would in each instance or in the aggregate materially affect the collateral or the operation of the Mortgagor or the Mortgaged Property or the ability of the Mortgagor to repay the Note.

17. **Further Assurances.** The Mortgagor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments, in each case in form and substance, satisfactory to the Mortgagee, relating to the creation, validity, or perfection of the mortgage lien and security interests provided for in this Agreement under the Uniform Commercial Code or other laws of the State of South Carolina or of any other state or states in which Mortgagor is doing business or in which any of the Mortgaged Property is located as the Mortgagee may from time to time reasonably request, and shall take all such other action as the Mortgagee may reasonably require more completely to vest in any and assure to the Mortgagee its rights hereunder or in any of the Mortgaged Property, including without limitation execution and delivery of financing statements which the Mortgagee deems appropriate to perfect and continue the security interest hereby granted; and the Mortgagor hereby irrevocably authorizes the Mortgagee, or its designee, at the Mortgagor's sole expense, to execute and file such financing statements, with or without the Mortgagor's signature, as the Mortgagee may deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation of any mortgage lien or financing statement) or any repledge, or any other action, is required at any time to protect and preserve such security interests, the Mortgagor shall, at its sole expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by the Mortgagee.

18. **Inspections; Easement.** Mortgagor hereby agrees that Mortgagee shall have the right, at any time during the term of this Mortgage, to conduct an environmental investigation of the Mortgaged Property, either itself or by or through designated agents and may exercise such rights from time to time, and in furtherance of such rights, Mortgagor hereby grants to Mortgagee, its successors and assigns, a non-exclusive limited easement over and across the Mortgaged Property, and its subsurface, for access to the Mortgaged Property and for the purpose of conducting an environmental investigation of such Mortgaged Property, provided that any such investigation shall be conducted in such a manner as to not disrupt the Mortgagor's operations on the Mortgaged Property. The satisfaction of, or the release of a portion of the Mortgaged Property, shall evidence a termination of the easement granted herein in full, or as to the Mortgaged Property released, as the case may be. This easement is irrevocable so long as this Mortgage is outstanding.

19. **Additional Assessments.** The Mortgagor shall pay when due the cost of providing to Mortgagee, at Mortgagee's request from time to time, a then-current environmental site assessment, audit, or survey ("Assessment") of the Mortgaged Property which Assessment shall be prepared by an environmental auditor acceptable to Mortgagee, in Mortgagee's sole discretion; provided, however, that Mortgagee shall make such request no more frequently than

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

once every year unless the loan evidenced by the Note is being renewed, extended, modified, or accelerated, or unless Mortgagee is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Mortgagee to obtain any such Assessment more frequently than once a year.

20. **Governing Law.** This instrument is to be governed by and construed in accordance with the laws of the State of South Carolina and each of the remedies provided for herein shall be cumulative so that the right of the Mortgagee to exercise one or more of such remedies shall not be construed to limit or preclude the right of the Mortgagee to exercise any other remedy or remedies set forth herein.

21. **No Waiver.** No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

22. **Miscellaneous.** The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

23. **Benefits to Mortgagor.** The undersigned Mortgagor represents to Mortgagee that the Mortgagor is benefitted by the loans evidenced by the Note, whether or not the Mortgagor is the obligor thereon, and that adequate and sufficient consideration has been given to Mortgagor for its execution and delivery of this Mortgage.

24. **Security Agreement.** This Mortgage creates a lien on the Mortgaged Property, and to the extent the Mortgaged Property is not real property under applicable law this Mortgage constitutes a security agreement under the South Carolina Uniform Commercial Code and any other applicable law.

25. **No Derogation.** The grant of a security interest to Mortgagee in the granting clauses of this Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Mortgagee under this Mortgage with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The hereby stated intention of the Mortgagor and Mortgagee is that everything used in connection with the production of income from such real property or adapted for use thereon is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property, irrespective of whether or not the same is physically attached to the land or the improvements thereon. If required by Mortgagee, at any time during the term of this Mortgage, Mortgagor will execute and deliver to Mortgagee, in form satisfactory to Mortgagee, additional security agreements, financing statements and/or other instruments covering all personal property or fixtures of Mortgagor which may at any time be furnished, placed on, or annexed or

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

made appurtenant to the real property or used, useful or held for use, in the operation of the Improvements.

26. **Personal Property.** As to any part of the Mortgaged Property constituting personal property, Mortgagee may proceed as to such personal property in accordance with Mortgagee's rights and remedies in respect to such property or sell the personal property separately and without regard to the remainder of the Mortgaged Property in accordance with Mortgagee's rights and remedies provided by the South Carolina Uniform Commercial Code as well as other rights and remedies available at law or in equity.

27. **Financing Statements.** With respect to those items of the property which are or are to become fixtures related to the herein described real estate, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

28. **Notices.** Whenever this Mortgage requires or permits any notice, request or demand by one party to the other, the notice, request or demand must be in writing and shall be deemed to have been given if it is enclosed in an envelope addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed, and deposited in the United States mail as certified or registered mail, return receipt requested. The address of each party for the purposes of this Section are as follows:

If to the Mortgagor: 1050 Sea Eagle Watch, Charleston, South Carolina 29412

If to the Mortgagee: c/o Justin John Price, Esq., Vaux Marscher Berglind, PA, 478 King Street, Suite 4, Charleston, South Carolina 29403

29. **Mortgagor Information.** The Mortgagor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Property and shall permit or cause the Mortgagor to permit the Mortgagee and its representatives of examine said books and records and all supporting vouchers and data at any time and from time to time upon reasonable request by the Mortgagee.

30. **Satisfaction and Release of Assignment of Rents.** The release of all or any part of the Mortgaged Property from the lien of this Mortgage shall be deemed a release of such property from the lien of the Assignment of Leases, Rents, and Profits and Security Agreement of even date herewith executed by the Mortgagor in favor of the Mortgagee.

31. **Severability.** If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any

ljh Initials Initials

monetary sum, then, Mortgagee may, at its option, declare the indebtedness and all other sums secured hereby immediately due and payable.

32. **Instrument Under Seal.** This Mortgage is intended to be and shall be construed as an instrument under seal.

33. **WAIVER OF STAY.** IN THE EVENT OF THE COMMENCEMENT OF BANKRUPTCY PROCEEDINGS BY OR AGAINST THE MORTGAGOR, TO THE EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY WAIVES THE BENEFIT OF THE AUTOMATIC STAY PROVIDED FOR BY 11 U.S.C. § 362 AND/OR ANY STAY, INJUNCTION, OR RESTRAINING ORDER ISSUED PURSUANT TO 11 U.S.C. § 105 OR OTHERWISE. TO THAT END, MORTGAGOR AGREES THAT IT WILL NOT SEEK OR ASSERT ANY SUCH STAY, INJUNCTION, OR RESTRAINING ORDER AND MORTGAGOR HEREBY IRREVOCABLY CONSENTS TO AND AGREES NOT TO OPPOSE THE MODIFICATION OF ANY SUCH STAY TO ALLOW FOR THE ENFORCEMENT BY MORTGAGEE OF THIS MORTGAGE AND THE FORECLOSURE OR OTHER REALIZATION UPON THE COLLATERAL PROVIDED FOR HEREIN.

34. **WAIVER OF JURY TRIAL AND VENUE STIPULATION.** MORTGAGOR, ANY OTHER OBLIGORS, AND THE MORTGAGEE EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS NOTE, THE OBLIGATIONS, THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGEE AND MORTGAGOR, AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGEE AND ANY OBLIGORS. ANY LITIGATION ARISING HEREUNDER OR RELATED HERETO MAY BE TRIED BY THE SOUTH CAROLINA COURTS FOR CHARLESTON COUNTY OR THE FEDERAL COURTS OF SOUTH CAROLINA, MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS.

35. **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 thirty 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. **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.** Mortgagor specifically acknowledges and affirms its waiver of appraisal rights as evidenced by its signature below.

Initials Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT C

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 thirty 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. **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.** Mortgagor specifically acknowledges and affirms its waiver of appraisal rights as evidenced by its signature below

IN WITNESS WHEREOF, the Mortgagor has hereunto set their Hands and Seals as of the date first written above.

WITNESSES:

Witness No. 1

Witness No. 2

MORTGAGEE:

(Seal)
John W. Beasley a/k/a John W. Beasley, Sr.

Lillian J Beasley (Seal)
Lillian Beasley a/k/a Lillian J. Beasley

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 20TH day of November, 2017, by John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley a/k/a Lillian J. Beasley.

Witness my hand and official seal the 20th day of November, 2017

Notary Public for South Carolina
My commission expires: 06/27/2025

ljb Initials   Initials

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102

This Mortgage was prepared without the benefit of title examination by Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403.

ljb Initials JWB Initials

EXHIBIT C

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

RECORDED

Date:	December 8, 2017
Time:	9:29:32 AM

Book	Page	DocType
0684	902	Mtg

Elaine H. Bozman, Register
Charleston County, SC

Filed By:

PRICE LAW FIRM
JUSTIN JOHN PRICE ESQ
478 KING STREET STE 4
CHARLESTON SC 29403

MAKER:

BEASLEY JOHN W AL

RECIPIENT:

YOUNG RICHARD AL

Original Book:

Original Page:

Note:

# of Sats:

# of Pages:	15
# of References:	
Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ 10.00
Postage	$ -
Chattel	$ -
TOTAL	$ 20.00

DRAWER	Drawer 1
CLERK	KLH

0684
Book

902
Page

12/08/2017
Recorded Date

15
Pgs

Original Book

Original Page

M
Doc Type

09:29:32
Recorded Time

843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A NO.: 2022-CP-10-03510 **AMENDED LIS PENDENS** (Suit on Note) (Foreclosure of Mortgage) (Deficiency Judgment Demanded) (Declaratory Judgment) (Non-Jury)

TO THE DEFENDANTS ABOVE NAMED:

NOTICE IS HEREBY GIVEN THAT an action is being commenced and is now pending in the Court of Common Pleas for Charleston County, South Carolina, upon a complaint of the above-named Plaintiffs against the above-named Defendants for the purposes of a declaratory judgment and foreclosing upon those certain Mortgage by and between Plaintiffs and John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, the same being recorded on December 8, 2017 in Book 0684 at Page 902, in the Office of the Mesne Conveyances for Charleston County, on the below described real property which, at the time of the filing of this Notice, was situate in the County of Charleston, State of South Carolina, was more fully described as:

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

(As to the Declaratory Judgment Cause of Action Only)

ALL that certain parcel, piece or lot of land, together with any improvements thereon, situate, lying and being in the State of South Carolina, County of Charleston, known and designated as Lot 6 o n a certain plat entitled "Dock Plan for Lots 4A & 5, Seaside Plantation, James Island, City of Charleston, S.C.", property own ed by Dr. A. Bert Pruitt, plat prepared by Lawrence J. Kennerty, Jr., dated August 17, 2011 and recorded in the RMC office for Charleston County in Plat Book EF at page 456.

SAID lot having such size, shape, dimensions and boundaries as will by reference to said plat more fully appear.

This being the same property conveyed to Anna Pruitt from Dr. A. Bert Pruitt, Jr. by deed dated December 29, 2002 and recorded on April 1, 2002 in the office of the Register of Mesne Conveyances in Book R 401 at page 220.

TMS No. 427-00-00-066

(As to All Causes of Action):

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "Resubdivision Lots 4, 4A, & 6 into New Lot 4 & New Lot 6 , TMS Number 427-00-00-066, 102, and 109, Seaside Plantation" by Absolute Surveying, Inc. dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston Count in Plat Book DD at page 586.

Said lot having such size, shape, dimensions and boundaries as will be referenced to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at page 586.

ALSO,

All right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in §49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto

This being a portion of the property conveyed to John W. Beasley and Lillian J.

Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office of Charleston County in Book H475 at page 025.

TMS No.: 427-00-00-102

Property Address: 1050 Sea Eagle Watch
Charleston, South Carolina 29412

TURNER PADGET GRAHAM & LANEY, P.A.

s/Ian D. McVey
Ian D. McVey (SC Bar No. 71196)
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com
Attorneys for the Plaintiffs

August 22, 2022
Columbia, South Carolina

ELECTRONICALLY FILED - 2022 Aug 22 3:05 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Case No. 2022-CP-10-03510

Richard Young and Jason Greene,

Plaintiffs,

vs.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

ANSWER TO AMENDED COMPLAINT ON BEHALF OF JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY, IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UDNER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018 AND ANY AMENDMENTS THERETO

TO: IAN D. MCVEY, ESQUIRE AND JOEY R. FLOYD, ESQUIRE, ATTORNEYS FOR PLAINTIFFS

Defendants John W. Beasley a/k/a John W. Beasley, Sr. ("J. Beasley") and Lillian Beasley ("L. Beasley"), individually capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, (collectively the "Beasleys"), responding to the Amended Complaint ("Complaint") of Richard Young ("Young") and Jason Greene ("Greene") (collectively "Plaintiffs"), show unto this Honorable Court as follows.

1. Each and every allegation of the Complaint not hereinafter specifically admitted, denied or otherwise modified, shall be deemed denied and strict proof thereof

demanded. In the event of any partial admission, denial or modification, any remaining allegations shall be deemed denied and strict proof thereof demanded.

2. The Beasleys are without sufficient information or knowledge to admit or deny Paragraph 1 of the Complaint.

3. Responding to Paragraph 2, the Beasleys admit so much thereof as alleges L. Beasley is a citizen and resident of Charleston County, South Carolina. The Beasleys admit, upon information and belief, the remaining allegations of Paragraph 2, with the exception of the name "James" for J. Beasley.

4. The Beasleys are without sufficient information or knowledge to admit or deny Paragraphs 3 and 4 of the Complaint.

5. The Bealseys admit, upon information and belief, the allegations of Paragraphs 5, 6, and 7 of the Complaint.

6. While denying the Subject Property, hereinafter defined, owned by the Beasleys is legally or equitably subject to foreclosure, they admit the Subject Property wrongfully at issue in this action is situated in Charleston County, South Carolina.

7. Paragraph 9 sets forth a legal conclusion to which no response is required. To the extent any response is required, the Beasleys deny Paragraph 9.

8. Responding to Paragraph 10, the Beasleys deny so much thereof as alleges or may be construed to allege that the Subject Property owned by them is legally or equitably subject to any foreclosure action. Further responding, according to Plaintiffs, this action is also one for a suit on a note and declaratory judgment and thus, the Beasleys deny this action is proper for reference to the Master-in-Equity or Special Referee.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ANSWERING THE FIRST CAUSE OF ACTION
(Declaratory Judgment)

9. The Beasleys reallege the foregoing as fully as if restated verbatim.

10. The Beasleys admit, upon information and belief, Paragraph 12.

11. To the extent the allegations of Paragraph 13 are directed to the Beasleys, they are denied and strict proof thereof demanded.

12. Responding to Paragraphs 14, 16, 17, 18 and 19, the Bealseys crave reference to the documents cited therein and deny any allegations of said Paragraphs that are, or may be, inconsistent therewith.

13. The Beasley deny so much of Paragraph 15 as alleges that the property referenced therein ("Subject Property") was ever conveyed John W. Beasley, Jr. As to the remaining allegations, the Beasleys admit the Subject Property was conveyed to L. Beasley and crave reference to the deed cited therein for the terms thereof, denying any allegations of said Paragraph that are, or may be, inconsistent therewith.

14. The Beasleys are without sufficient information or knowledge to admit or deny the allegations of Paragraph 20.

15. The Beasleys admit, upon information and belief, the allegations of Paragraph 21.

16. So much of Paragraph 22 as alleges that it was and is the intent of the Bealseys that the referenced *cul de sac* be dedicated to Defendant Seaside Plantation Property Owners Association, Inc. ("Seaside"), is admitted. The Beasleys are without sufficient information or knowledge to admit or deny any remaining allegations of Paragraph 22.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

17. The Beasleys cannot admit or deny the allegations of Paragraphs 23, 24 and 25, but are informed and believe that Plaintiffs lack standing for the relief sought therein.

ANSWERING THE SECOND CAUSE OF ACTION
(Suit on Note)
(Foreclosure of Mortgage)
(Deficiency Judgment Demanded)

18. The Beasleys reallege the foregoing as fully as if restated verbatim.

19. Responding to Paragraph 27, the Beasleys crave reference to the Promissory Note cited therein for the terms thereof and deny any allegations of Paragraph 27 that are, or may be, inconsistent therewith.

20. The Beasleys admit the allegations of Paragraphs 28 and 29, and make reference to said Settlement Agreement and Conditional Release of Claims ("First Settlement Agreement"), a copy of which is attached hereto as **Exhibit A** and made a part hereof, by reference.

21. Reference is craved to the Mortgage, Security Agreement and Financing Statement ("Mortgage") attached to the Amended Complaint as Exhibit C for the terms thereof and deny any allegations of Paragraph 30 that are, or may be, inconsistent therewith. Further responding, the Beasleys affirmatively assert that their obligations relative to the Note and Mortgage have been met and Plaintiffs are wrongfully and maliciously attempting to collect a debt and foreclose the Mortgage, in bad faith.

22. The Beasleys deny the allegations of Paragraph 31 and demand strict proof thereof.

23. In response to Paragraph 32, the Beasleys admit that at the relevant time, Plaintiffs were the owners and holders of the Note and Mortgage, but because the

Beasleys have satisfied their obligations and been released by Plaintiffs, Plaintiffs are no longer the lawful and valid holders of a viable Note the Mortgage.

24. The Beasleys crave reference to the documents cited in Paragraph 33 and deny any allegations of said Paragraph that are, or may be, inconsistent therewith.

25. Responding to Paragraphs 34, 35, 36 and 37, the Beasleys crave reference to the Note and Mortgage for the terms thereof, that were, at relevant times, effective and that are now no longer valid due to a resolution reached with Plaintiffs.

26. Responding to Paragraphs 38 and 39 the Beasleys deny all allegations as they are directed to them, and are without sufficient information or knowledge to admit or deny the allegations as they may relate to any other Defendant.

27. The Beasleys admit so much of Paragraph 40 as alleges or may be construed to allege that on or about May 30, 2019, a Confession of Judgment was recorded as to J. Beasley and L. Beasley. The Beasleys also admit they, and the Subject Property, were released from indebtedness, upon payment of $50,000.00 to Plaintiffs and deny the remaining allegations of Paragraph 40, and demand strict proof thereof.

28. The Beasleys deny so much of Paragraph 41 as alleges or may be construed to allege that Plaintiffs have any right to any further payment from the Beasleys, that Plaintiffs are entitled to foreclose the Mortgage, that Plaintiffs are entitled to any judgment as to the Beasleys and demand strict proof thereof.

29. The Beasleys deny the Plaintiffs have any right or entitlement to the Subject Property whatsoever and consequently, no right or authority to take any action relative to the Subject Property and are not entitled to reimbursement of any sort relative to the Subject Property and demand strict proof thereof.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

30. The allegations of Paragraph 43 are denied.

31. The Beasleys admit Paragraph 44.

32. Responding to Paragraph 45, the Beasleys deny so much thereof as alleges or may be construed to allege there is any right or authority to foreclose upon the Subject Property.

33. Paragraphs 46, 47, 48 49 and 50 are not directed to the Beasleys, therefore, no response thereto is required.

FURTHER RESPONDING TO THE COMPLAINT

34. The Beasleys reallege the foregoing as fully as if restated verbatim.

35. On or about November 30, 2020, following the recordation of the Confession of Judgment as to J. Beasley and L. Beasley, a Settlement Agreement and Conditional Release of Claims ("Second Settlement Agreement"), was entered into by and between J. Beasley, L. Beasley and Plaintiffs. A copy of the Second Settlement Agreement is attached hereto as **Exhibit B** and made a part hereof by reference.

36. The Second Settlement Agreement provides, in pertinent part, that for and in consideration of the payment of $50,000.00 by and on behalf of J. Beasley and L. Beasley:

> [Plaintiffs] fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as [the Beasleys] fully perform all obligations hereunder...

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The Second Settlement Agreement also provides:

> This Settlement and Release constitutes the entire agreement and understanding between [Plaintiffs] and [J. Beasley and L. Beasley], and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of the Settlement and Release are contractual and not mere recitals.

37. Thereafter, on or about March 17, 2021, Plaintiffs caused to be executed and filed with the Clerk of Court for Charleston County, a Release of Judgment Lien as to a Specific Property, Release of Judgment Lien as to <u>Certain</u> Defendants, and <u>Partial</u> Satisfaction of Judgment. (emphasis in original). ("Partial Satisfaction of Judgment"). A copy of the Partial Satisfaction of Judgment is attached hereto as **Exhibit C** and made a part hereof by reference.

Said Partial Satisfaction of Judgment provides, in pertinent part:

> For and in consideration of the payment of the total sum of $50,000.00 paid to Richard Young and Jason Greene...by <u>only</u> Defendant John W. Beasley, Sr....and Defendant Lillian ...Defendant Beasley Sr. and Defendant Lillian being collectively referred to herein as the "Released Defendants," towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by the Released Defendants is hereby released from the lien of said judgment, such parcel of property being described on the attached Description of Property. (emphasis in original)

38. The Partial Satisfaction of Judgment further states that John W. Beasley, Sr. and Lillian Beasley are personally released from judgment in the action in which the Confession of Judgment was recorded.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

FOR A FIRST AFFIRMATIVE DEFENSE ACCORD AND SATISFACTION

39. The Beasleys reallege the foregoing as fully as if restated verbatim.

40. The Beasleys reached agreement with Plaintiffs, as more fully set forth in the Second Settlement Agreement, pursuant to which the Beasleys and Plaintiffs set forth, in unambiguous language, that for and in consideration of the payment of $50,000.00 by and on behalf of the Beasleys, the Beasleys would be, and were, released from any further indebtedness to Plaintiffs.

41. Further, the Partial Satisfaction of Judgment unambiguously sets forth the intent of the Beasleys and Plaintiffs, said intent being that upon payment by or on behalf of the Beasleys to Plaintiffs, which was made and duly acknowledged by Plaintiffs, that the Subject Property owned by the Beasleys was released from judgment for any amounts due and owning under the Note, and secured by the Mortgage, and the Subject Property of the Beasleys consequently released from any judgment.

42. That, based upon the foregoing, Plaintiffs' claims are forever barred by the doctrine of accord and satisfaction.

FOR A SECOND AFFIRMATIVE DEFENSE PAYMENT

43. The Beasleys reallege the foregoing as fully as if restated verbatim.

44. Plaintiffs' claims are forever barred due to full and complete payment made to Plaintiffs, by and on behalf of the Beasleys, as agreed in the Second Settlement Agreement, which document "supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of the Settlement and Release are contractual and not mere recitals."

45. Plaintiffs' claims are forever barred by the doctrine of payment.

FOR A THIRD AFFIRMATIVE DEFENSE
RELEASE

46. The Beasleys reallege the foregoing as fully as if restated verbatim.

47. The Second Settlement Agreement sets forth the agreement by and between the Beasleys and Plaintiffs pursuant to which the Beasleys would pay to Plaintiffs the sum of $50,000.00 for and in consideration of Plaintiffs' release of the Beasleys from any further indebtedness and in release of any lien upon the Subject Property belonging to the Beasleys.

48. The Partial Satisfaction of Judgment likewise sets forth the release of the Beasleys from any further indebtedness to Plaintiffs and also sets forth the release of the Subject Property owned by the Beasleys from any further encumbrance.

49. Plaintiffs' claims are forever barred by the doctrine of release.

FURTHER ANSWERING THE COMPLAINT
AND BY WAY OF A FIRST COUNTERCLAIM
(Abuse of Process)

50. The Beasleys reallege the foregoing as fully as if restated verbatim.

51. The Second Settlement Agreement and the Partial Release of Judgment Lien clearly and unambiguously set forth the agreement between the Beasleys and Plaintiffs, pursuant to which it was agreed that for and in consideration of the payment by the Beasleys to Plaintiffs, of the sum of $50,000.00, said agreement superseding all others, that the Beasleys were released from all further indebtedness to Plaintiffs and the Subject Property owned by the Beasleys released from any lien.

52. Based upon the Second Settlement Agreement and as evidenced by the Partial Release of Judgment Lien, Plaintiffs intended to and did fully release the Beasleys

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

from further indebtedness and the Subject Property from any lien securing further indebtedness.

53. The Beasleys are informed and believed that Plaintiffs initiated and are maintaining the current action for an ulterior purpose said purpose including, but not necessarily limited to, efforts to secure from the Beasleys additional monies to which Plaintiffs are not entitled pursuant to the Second Settlement Agreement.

54. The Beasleys are informed and believe that the initiation and continuation of this action by Plaintiffs, when Plaintiffs agreed to and thus are aware of their release of the Beasleys and the Subject Property from further indebtedness, demonstrates Plaintiffs' wilful and wrongful abuse of the legal process in an effort to extort monies from the Beasleys to which Plaintiffs are not entitled.

55. The Beasleys are informed and believe they are entitled to actual, consequential and punitive damages, in an amount determined by the trier of fact, as a result of Plaintiffs' abuse of the legal process set forth hereinabove.

FURTHER ANSWERING THE COMPLAINT AND BY WAY OF A SECOND COUNTERCLAIM (Breach of Contract)

56. The Beasleys reallege the foregoing, to the extent not inconsistent, as fully as if restated verbatim.

57. The Second Settlement Agreement sets forth, in clear and unambiguous language, an agreement by and between the Beasleys and Plaintiffs pursuant to which it was agreed that for and in consideration of the payment of $50,000.00 by and on behalf of the Beasleys to Plaintiffs, Plaintiffs would fully release and forego all legal, equitable, and statutory remedies and processes available to them.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

58. The Second Settlement Agreement provides, in pertinent part, that the terms thereof constitute the entire agreement and understanding between the Beasleys and Plaintiffs and supersedes all prior understandings or agreements, written or oral, on the subject of any indebtedness undertaken by the Beasleys to Plaintiffs.

59. The Second Settlement Agreement also provides, in pertinent part, that the terms thereof are contractual.

60. Plaintiffs have, by and through their wilful and wrongful acts, breached the contractual agreement between the Beasleys and Plaintiffs, including, without limitation, the inherent duty of good faith and fair dealing.

61. The Beasleys are informed and believe they are entitled to recover damages, in an amount determined by the trier of fact, including actual and consequential damages, as a result of Plaintiffs' breach of contract.

WHEREFORE, having fully responded to Plaintiffs' Complaint, the Beasleys pray this Court dismiss the Complaint, with prejudice. The Beasleys further pray that the trier of fact award to them, as appropriate, actual, consequential and punitive damages and for such other and further relief as may be found just and proper.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

s/Cheryl D. Shoun

Cheryl D. Shoun, SC Bar No. 5092
NEXSEN PRUET, LLC
205 King Street, Suite 400 (29401)
P.O. Box 486
Charleston, SC 29402
Telephone: 843.577.9440
Facsimile: 843.720.1777
CShoun@nexsenpruet.com

Michael A. Parente, SC Bar No. 104720
NEXSEN PRUET, LLC
Post Office Drawer 2426
Columbia, SC 29202
Telephone: 803.771.8900
MParente@nexsenpruet.com

Attorneys for Defendants John W. Beasley
a/k/a John W. Beasley, Sr. and Lillian Beasley

October 26, 2022
Charleston, South Carolina

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT A

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG,** an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE,** an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.,** an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY,** an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

   a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

______________________________ (L.S.)
Richard Young

STATE OF ____________________)
)   ACKNOWLEDGMENT
COUNTY OF ____________________)

I, ______________________________, Notary Public for ______________________, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this ____ day of November, 2020.

My Commission Expires:

____

____
Notary Public for ______________________

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_____________________________ (L.S.)
Jason Greene

STATE OF ____________________)
)   ACKNOWLEDGMENT
COUNTY OF __________________)

I, ____________________________, Notary Public for ____________________, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this ____ day of November, 2020.

My Commission Expires:

__________________________   __________________________

Notary Public for ____________________

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Victoria Kurtz
Notary Public for South Carolina

My Commission Expires:
9.4.22

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9·4·22

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

RY

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

RY

ELECTRONICALLY FILED - 2022 Oct 26 9:43 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________ (L.S.)
Richard Young

STATE OF Alabama)
) ACKNOWLEDGMENT
COUNTY OF Baldwin)

I, Katy L Sikorski, Notary Public for Alabama, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

____
Notary Public for Alabama

My Commission Expires:
June 19 2024

KATY L. SIKORSKI
NOTARY
MY COMM. EXPIRES
JUNE 19, 2024
PUBLIC
ALABAMA STATE AT LARGE

EXHIBIT C

ELECTRONICALLY FILED - 2022 Oct 26 1:37 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	**C/A NO.: 2019-CP-10-2849**
RICHARD YOUNG and JASON GREENE,	
Plaintiffs/Creditors	**RELEASE OF JUDGMENT LIEN AS TO A SPECIFIC PROPERTY, RELEASE OF JUDGMENT LIEN AS TO CERTAIN DEFENDANTS, AND PARTIAL SATISFACTION OF JUDGMENT**
vs.	
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	
Defendants/Debtors.	

For and in consideration of the payment of the total sum of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Release Fee"), paid to Richard Young and Jason Greene, collectively the "Plaintiffs", by only Defendant John W. Beasley, Sr. ("Defendant Beasley Sr.") and Defendant Lillian Beasley ("Defendant Lillian", Defendant Beasley Sr. and Defendant Lillian being collectively referred to herein as the "Released Defendants"), towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by the Released Defendants is hereby released from the lien of said judgment, such parcel of property being described on the attached Description of Property.

Moreover, said Defendant John W. Beasley, Sr. and Defendant Lillian Beasley, the Released Defendants, are hereby personally released from judgment in this matter.

ELECTRONICALLY FILED - 2022 Oct 25 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003849

Moreover, the judgment entered in the above-referenced matter is hereby partially satisfied and reduced by the payment of said $50,000.00 Release Fee, said funds being received by Plaintiffs on December 11, 2020.

The remaining balance of said judgment lien, plus accruing post-judgment interest and costs, shall continue on record against Defendant John W. Beasley, Jr. and Defendant Beasley Construction Company, LLC, collectively, the "Remaining Defendants", and any, and all, other property of said Remaining Defendants. Nothing in this document shall affect or limit the rights of the Plaintiffs in their collective or individual pursuit of collecting the remaining balance of said judgment from any other property, real or personal, presently owned or acquired hereafter from the Remaining Defendants.

Executed this 17th day of March, 2021.

s/ Justin John Price, Esq.
Justin John Price, Esq.
S.C Bar No.: 77461
Price Law LLC
525 Folly Road, Suite 208
Charleston, South Carolina 29412
843.822.4313 (office)
843.620.1022 (fax)
justin.price@justinpricelaw.com

March 17, 2021
Charleston, South Carolina

ELECTRONICALLY FILED - 2022 Oct 25 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003349

ELECTRONICALLY FILED - 2022 Oct 05 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1004349

DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	C/A NO.: 2022-CP-10-03510
Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	**PLAINTIFFS' REPLY TO COUNTERCLAIMS**

The Plaintiffs, Richard Young and Jason Greene ("Plaintiffs"), in Reply to the Counterclaim(s) of Defendants ("Defendants") John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018, would respectfully show unto the Court:

<u>FOR A FIRST DEFENSE</u>
(General Denial)

1. Any allegation that is not explicitly admitted or qualified is denied.

2. Paragraphs 1 – 33 of the Defendants' responsive pleading are responses to the Plaintiffs' Complaint and do not make any allegations against Plaintiffs. To the extent that numbered paragraphs 1 – 33 may be construed to have allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

3. Paragraph 34 of the Defendants' Answer does not make any allegations against Plaintiffs and does not require a response from Plaintiffs. To the extent that Paragraph 34 may be construed to have allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

4. Plaintiffs admit the allegation of Paragraph 35 to the extent that such paragraph alleges that a Settlement Agreement and Conditional Release of Claims was executed on, or about, November 30, 2020. Exhibit B attached to the Defendants' Answer and Counterclaims is not a fully executed version. The Plaintiffs crave reference to the actual signed copy of the November 30, 2020 in that the actual signed Agreement speaks for itself. The Plaintiffs deny that a true copy of the Agreement is attached as Exhibit B. To the extent that there are any additional allegations against Plaintiffs in Paragraph 35, the allegations are denied and strict proof is demanded thereof.

5. The Plaintiffs deny the allegations of Paragraph 36 and would further show the Defendants are modifying, or attempting to modify, the actual language of the November 30, 2020 Settlement Agreement and Conditional Release of Claims in its/their responsive pleading. The Plaintiffs crave reference to the actual signed copy of the November 30, 2020 in that the actual signed Agreement speaks for itself. To the extent that there are any additional allegations against Plaintiffs in Paragraph 36, the allegations are denied and strict proof is demanded thereof.

6. The Plaintiffs deny the allegations of Paragraph 37 and would further show the Defendants are modifying, or attempting to modify, the actual language of the filed document referenced in its/their responsive pleading. The Plaintiffs crave reference to the actual filed document referenced in Paragraph 37 and would further show that the actual signed filed document speaks for itself. To the extent that there are any additional allegations against Plaintiffs in Paragraph 37, the allegations are denied and strict proof is demanded thereof.

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

7. In response to the allegation of Paragraph 38, there are no allegations against the Plaintiffs. Moreover, the Plaintiffs crave reference to the actual filed document regarding the language in the document referenced in Paragraph 38, in that the filed document speaks for itself. To the extent that Paragraph 38 may be construed to have allegations against Plaintiffs in Paragraph 38, the allegations are denied and strict proof is demanded thereof.

8. Paragraph 39 of the Defendants' Answer does not make any allegations against Plaintiffs and does not require a response from Plaintiffs. To the extent that Paragraph 39 may be construed to contain allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

9. Plaintiffs deny the allegations of Paragraphs 40, 41 and 42 and demand strict proof thereof.

10. Paragraph 43 of the Defendants' Answer does not make any allegations against Plaintiffs and does not require a response from Plaintiffs. To the extent that Paragraph 43 may be construed to contain allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

11. Plaintiffs deny the allegations of Paragraphs 44 and 45 and demand strict proof thereof.

12. Paragraph 46 of the Defendants' Answer does not make any allegations against Plaintiffs and does not require a response from Plaintiffs. To the extent that Paragraph 46 may be construed to contain allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

13. Plaintiffs deny the allegations of Paragraphs 47, 48 and 49 and demand strict proof thereof.

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

14. Paragraph 50 of the Defendants' Answer does not make any allegations against Plaintiffs and does not require a response from Plaintiffs. To the extent that Paragraph 50 may be construed to contain allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

15. Plaintiffs deny the allegations of Paragraphs 51, 52, 53, 54 and 55 and demand strict proof thereof.

16. Paragraph 56 of the Defendants' Answer does not make any allegations against Plaintiffs and does not require a response from Plaintiffs. To the extent that Paragraph 56 may be construed to contain allegations against Plaintiffs, said allegations are denied and strict proof is demanded thereof.

17. Plaintiffs deny the allegations of Paragraphs 57 and demand strict proof thereof.

18. Paragraphs 58 and 59 make reference to the language of certain documents; Plaintiffs crave reference to the actual language in the documents referenced by the Defendants to be read in its entirety and not in isolation. To the extent that the allegations of Paragraphs 58 and 59 differ from the actual language of the documents referenced, said allegations are denied. To the extent that any other allegations may be in Paragraphs 58 and 59, said allegations are denied and strict proof is demanded thereof.

19. Plaintiffs deny the allegations of Paragraphs 60 and 61.

FOR A SECOND DEFENSE
(Rule 12(b)(6), Failure to state a Cause of Action)

20. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

21. The allegations contained in the Counterclaims fail to set forth facts sufficient to

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

constitute a cause of action against Plaintiffs.

FOR A THIRD DEFENSE
(Breach)

22. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

23. The Defendants breached the terms of the Agreement and therefore are barred from any relief sought in Defendants' Answer and Counterclaims.

FOR A FOURTH DEFENSE
(Waiver)

24. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

25. Under the facts of this case, the Defendants have waived its claim, if any he/it had, against the Plaintiff.

FOR A FIFTH DEFENSE
(U.S. Constitution and South Carolina Constitution)

26. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

27. Defendants' claim for punitive damages are unconstitutional under the US Constitution and/or the South Carolina Constitution.

FOR A SIXTH DEFENSE
(Punitive Damages, SC Code 15-32-520, et.seq.)

28. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

29. Defendants are not entitled to recover punitive damages under SC Code 15-32-520, et.seq. or, in the alternative, such punitive damages should be limited as set forth in SC Code 15-32-520, et.seq.

FOR A SEVENTH DEFENSE
(Unclean Hands)

30. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

31. Defendant's Counterclaims are barred by the doctrine of unclean hands.

FOR AN EIGHTH DEFENSE
(Failure to Mitigate)

32. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations

33. Defendants' claims are barred by their own failure to mitigate damages.

FOR A NINTH DEFENSE
(Estoppel)

34. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

35. Defendants' claims are barred by the doctrine of estoppel.

FOR A TENTH DEFENSE
(Ripeness)

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

36. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

37. Some of all of Defendants' claims are barred because they are not yet ripe.

FOR AN ELEVENTH DEFENSE
(Incorporation of Causes of Action)

38. Plaintiffs reiterate the responses and allegations contained hereinabove as fully as if repeated herein verbatim to the extent they are consistent with the following responses and allegations.

39. Plaintiffs incorporate herein by reference the claims and causes of action set forth in its Complaint and Amended Complaint.

WHEREFORE, having fully responded to the Counterclaim, Plaintiffs pray that the Counterclaim(s) be dismissed, with costs, attorney's fees and interest awarded to the Plaintiff as allowed by law and in accordance with the terms of the Promissory Note, Mortgage and other related contract documents.

s/Joey R. Floyd
Joey R. Floyd
Bruner Powell Wall & Mullins, LLC
1735 St. Julian Place, Suite 200
Post Office Box 61110
Columbia, SC 29260-1110
(803) 252-7693

Ian D. McVey
Turner Padget Graham & Laney, P.A.
PO Box 1473
Columbia, South Carolina 29202

Attorneys for the Plaintiffs

Columbia, South Carolina

November 9, 2022

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	C/A NO.: 2022-CP-10-03510
Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	**CERTIFICATE OF SERVICE**

I, Joey R. Floyd, an attorney with Bruner, Powell, Wall & Mullins, LLC, attorneys for the Plaintiffs, do hereby certify that on November 9, 2022, my office served a copy of the documents listed below on counsel of record for the Beasley Defendants by depositing a copy of same in the U.S. Mail, first-class, postage prepaid and addressed as follows:

<u>Pleading(s)/Documents served</u>:

Reply of Plaintiffs to Defendants (Beasley Defendants) Answer & Counterclaims.

Party served:

Cheryl Shoun, Esquire
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401

Michael A. Parente, Esquire
Nexsen Pruet, LLC
P.O. Drawer 2426
Columbia, SC 29202

John C. Johnston, Esquire
Johnston Law, LLC
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464

s/Joey R. Floyd

ELECTRONICALLY FILED - 2022 Nov 09 3:27 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

MAYNARDNEXSEN

Cheryl D. Shoun
Shareholder
Admitted in SC

July 28, 2023

Julie J. Armstrong, Clerk of Court
Charleston County
100 Broad Street, Suite 106
Charleston, SC 29401

Re: Richard Young and Jason Greene v. John W. Beasley, et al.
Civil Action No. 2022-10-CP-03510

Dear Ms. Armstrong:

This firm represents Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley ("Defendants") in the above-referenced matter. It has come to our attention that Exhibits A and B attached to Defendants' Answer to Amended Complaint, filed October 26, 2022, are incomplete. Please find attached corrected Exhibits A and B to the Amended Complaint.

Would your office kindly substitute the attached for the original exhibits provided.

We apologize for this oversight.

Very truly yours,

Cheryl D. Shoun

Cheryl D. Shoun

CDS/lop

Enclosures

cc: Joey R. Floyd, Esq.
Ian D. McVey, Esq.

205 King Street
Suite 400 (29401)
PO Box 486
Charleston, SC 29402
www.maynardnexsen.com

T (843) 720-1762
F 843.414.8238
E CShoun@maynardnexsen.com
Maynard Nexsen PC
Attorneys and Counselors at Law

EXHIBIT A

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"); JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Avenue, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company", John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, John Sr., Lillian, and the Company have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors hereby memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth herein in order to avoid the costs and frustrations attenuated with litigation;

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. Confession of Judgment. Simultaneously with the execution of this Settlement and Release, John Jr., John Sr., Lillian, and the Company have executed separate Confessions of Judgment, the originals of which shall be held in trust by the Creditors' attorneys. Creditors agree that for so long as the Debtors have not defaulted in in the performance of any payment obligation arising hereunder beyond any applicable cure period, the Confessions of Judgment shall not be recorded in any court or jurisdiction. The terms and conditions of the Confessions of Judgment are incorporated herein as material terms of this Settlement and Release. Upon satisfaction by the Debtors of the payment obligations set forth in Paragraph 2 below, the Creditors agree that all amounts alleged to be due to them from the Debtors, including those confessed to be due under the Confessions of Judgment shall be fully and completely satisfied and the Debtors shall be entitled to demand return of the Confessions of Judgment to their attorneys or as otherwise directed in writing to Creditors' attorney.

2. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($647,500.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Settlement Agreement, the Debtors have executed a promissory note acknowledging the Settlement Sum as a debt owed to Creditors (the "Promissory Note");

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

b. Simultaneously with the execution of this Settlement Agreement and in order to secure the obligations under this Settlement and Release as acknowledged by the Promissory Note, the Debtors have executed mortgages (the "Mortgages") in favor of the Creditors on the following real property owned by one or more of the Debtors (for identification purposes hereof, the real properties are identified by address, brief legal description, and/or Charleston County TMS No.);

   i. 1050 Sea Eagle Watch, Charleston, South Carolina 29412, Charleston County TMS No.: 427-00-00-102
   ii. 3493 Plow Ground Road, Johns Island, South Carolina, Charleston County TMS No.: 277-00-00-036; and
   iii. Lot 8, Lighthouse Point, Lynne Ave, Charleston, South Carolina, Charleston County TMS No.: 452-06-00-068.

c. All payments required of Debtors hereunder shall be made to payable to "Richard Young and Jason Greene" and delivered, via wire transmittal, to the office of their counsel as follows: Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403 ("Creditors' Counsel"). The wire instructions for the depository account are attached hereto as Appendix "A" and shall be used by Debtors for remittance of any and all payments in reduction of the balance of the Settlement Sum owed unless and until Creditors' Counsel provides Debtors with written instructions to the contrary at the addresses listed in the preamble above;

d. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Debtors shall have five (5) calendar days following the Maturity Date within which to cure any delinquent payment hereunder (the "Cure Period"). No default under this Agreement shall occur until the Cure Period has lapsed without performance by Debtors of the payment obligations then due. However, Debtors hereby waive notice of any payment delinquency, payment default, or commencement or passing of any right to cure; and

e. Upon the occurrence of an uncured default by Debtors, Creditors shall, without prior notice, be entitled to record the Confessions of Judgment given by the Debtors and described herein in accordance with the terms set forth in said Confessions of Judgment without invalidating this Settlement and Release Agreement.

f. Upon the satisfaction of the underlying Note and the full performance by Debtors of all obligations under this Settlement and Release, Creditors agree to execute and record satisfactions of mortgages on the above-referenced properties in the applicable county RMC office.

3. Creditors' Conditional Release of John Jr. In consideration of the mutual promises herein contained, and other good and valuable consideration stated above, Creditors, along with anyone claiming through them or on their behalf, collectively agree to, and hereby conditionally release and discharge John Jr., together with his heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding, provided the Settlement Sum is timely paid in full. Creditors, John Jr., and the co-Debtors expressly agree and acknowledge that any release or discharge hereunder shall only become effective and complete upon the full performance of the Debtors hereunder, and the failure of the Debtors to fully and timely perform hereunder shall immediately revive any and all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown which the Creditors could pursue against John Jr. at the time of the execution of this Settlement and Release. Nothing herein shall operate to prohibit Creditors from recording and enforcing the Confession of Judgment in the event Debtors fails to make the payments required hereunder.

4. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

5. Creditors Agreement to Cooperate. Creditors agree to reasonably cooperate with John Jr. in his attempts to recover the Loan from the actors responsible for the loss of the Loan. Reasonable cooperation shall include, but is not limited to: producing of all documents, communications, and other evidence concerning the transfer of the Loan from John Jr. or either Creditor to any third parties and an agreement to provide a statement of Creditors' knowledge

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

of the ultimate destination of the Loan to their attorney to be provided to the attorney for or agent of John Jr.

6. Matters Pertaining to Insolvency of John Jr. Should John Jr. file for insolvency or bankruptcy protection prior to the full and timely satisfaction of all of Debtors' obligations hereunder, the Parties expressly agree and acknowledge that Creditors shall and nothing herein shall limit Creditors' rights and ability to object to the discharge of any debt hereunder for John Jr.'s false pretenses and/or false representations in obtaining the Loan from Creditors, to include, but not be limited to, objections to discharge under 11 U.S.C. § 523.

7. Except as stated in Paragraphs 3 and 6 above, Creditors and Debtors each expressly waive and assume the risk of any and all claims for damages that exist as of this date or which may hereafter occur, but which Creditors and/or Debtors do not know or suspect to exist or might occur, whether through ignorance, error or otherwise, and which, if known, would affect their respective decisions to enter into this Settlement and Release.

8. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

9. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

10. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

11. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

12. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

13. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

14. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release; nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith.

15. The undersigned Parties agree that the Settlement Sum includes a sum of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) to reimburse Creditors for expenses they have collectively paid in the preparation of the documents enumerated and made a part of this Settlement and Release.

16. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

17. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document.

18. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

19. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

20. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

______________________________ (L.S.)
Richard Young

STATE OF TN)
)
COUNTY OF DAVIDSON)

ACKNOWLEDGMENT

I, SHIMA A. SALMAN, Notary Public for TN, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30th day of November, 2017.

____
Notary Public for DAVIDSON CTY

My Commission Expires:
07/19/19

SHIMA SALMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_________________________ (L.S.)
Jason Greene

STATE OF Alabama)
) ACKNOWLEDGMENT
COUNTY OF Lauderdale)

I, Terry J. Higdon, Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 4th day of ~~November,~~ 2017.
December

Notary Public for Alabama

My Commission Expires:
MY COMMISSION EXPIRES 1/27/2020

TERRY J. HIGDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________________________ (L.S.)
John W. Beasley, Jr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley, Jr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

AGREED TO BY:

_________________________ (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20th day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, BRYAN RAYMOND, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:
BEASLEY CONSTRUCTION COMPANY, LLC,
A South Carolina limited liability company

_______________________ (L.S.)
By: John W. Beasley, Jr.
Its: Sole Member

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Beasley Construction Company, LLC, by John W. Beasley, Jr., its Sole Member, personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

   a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_________________________ (L.S.)
Richard Young

STATE OF Alabama)
COUNTY OF Baldwin) ACKNOWLEDGMENT

I, Katty L Sikorski, Notary Public for Alabama, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

____
Notary Public for Alabama

My Commission Expires:
June 19 2024

KATY L. SIKORSKI
NOTARY
MY COMM. EXPIRES
JUNE 19, 2024
PUBLIC
ALABAMA STATE AT LARGE

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_________________________ (L.S.)
Jason Greene

STATE OF Alabama)
) ACKNOWLEDGMENT
COUNTY OF Lauderdale)

I, Melody Thomas Franklin Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 2nd day of ~~November~~, 2020.
December

____
Notary Public for Alabama

My Commission Expires:
MELODY THOMAS FRANKLIN
My Commission Expires
September 18, 2022

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9-4-22

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9.4.22

ELECTRONICALLY FILED - 2023 Jul 28 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A NO.: 2022-CP-10-03510 **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**

TO: DEFENDANTS JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UNDER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018 AND ANY AMENDMENTS THERET, AND THEIR ATTORNEYS CHERYL SHOUN, ESQ. AND JOHN JOHNSTON, ESQ.

YOU WILL PLEASE TAKE NOTICE that Plaintiffs, Richard Young ("Young") and Jason Greene ("Greene") (collectively, "Plaintiffs"), by and through their undersigned counsel, will move before the Honorable Mikell R. Scarborough on a date/time scheduled by the Master In Equity's Office, at the Charleston County Judicial Center, for an Order granting Plaintiffs Summary Judgment as to their cause of action for suit on note and foreclosure asserted against the Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August

14, 2018 and any amendments thereto (referred to herein as "Beasley Defendants" or "the Beasley Defendants"), pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

Summary judgment is appropriate when the pleadings, depositions, discovery, and affidavits show no genuine issue of material fact exists. *Bravis v. Dunbar*, 316 S.C. 263, 449 S.E.2d 495 (Ct. App. 1994). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Moore v. Weinberg*, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007). The nonmoving party must come forward with specific facts showing a genuine issue for trial. *Id.*

There are no genuine issues of material fact in this dispute. The documents and agreements speak for themselves and the Plaintiffs are entitled to Summary Judgment, as a matter of law. The Plaintiffs respectfully submit that they are entitled to a foreclosure of the mortgage, that the property at issue in this civil action be sold at a public sale by the Charleston County Master In Equity and for such other relief, as more particularly set forth in the Plaintiffs' Amended Complaint.

This motion will be further supported by the pleadings filed in this case, stipulations of fact, Discovery responses, supporting memoranda and/or other materials as may be filed before the hearing on this motion and/or presented at the hearing on this motion. In support of this motion, the Plaintiffs expect to use the following exhibits:

Exhibit 1 Plaintiffs' Requests for Admission to the Beasley Defendants

Exhibit 2 Beasley Defendants' Responses to Requests for Admission

Exhibit 3 November 2020 Agreement (as attached to Beasleys Defendants' Counterclaims and fully executed November 2020 Agreement)

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Exhibit 4 Release of Judgment

Exhibit 5 Affidavit of Debt

Exhibit 6 Affidavits of Default as to Defendants Anna Pruitt and Seaside Plantation Property Owners Association, Inc.

TURNER PADGET GRAHAM & LANEY, P.A.

/s/ Ian D. McVey
Ian D. McVey, SC Bar No. 71196
Lindsey M. Behnke, SC Bar N. 105719
Post Office Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4267
Facsimile: 803-400-1564
E-mail: imcvey@turnerpadget.com

And

BRUNER POWELL WALL & MULLINS, LLC

/s/ Joey R. Floyd
Joey R. Floyd, SC Bar No. 68491
PO Box 61110
Columbia, South Carolina 29260
Tel. (803)252-7693
Fax (803)254-0629
Email jfloyd@brunerpowell.com

Attorneys for the Plaintiffs

May 17, 2023
Columbia, South Carolina

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

BRUNER, POWELL, WALL & MULLINS, LLC
ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

WARREN C. POWELL, JR., P.A.*
HENRY P. WALL
E. WADE MULLINS III, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER (RETIRED)

CHELSEA J. CLARK
J. COLE HANCOCK
J. KEANE MOSSMAN*

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

AUTHOR'S E-MAIL: JFLOYD@BRUNERPOWELL.COM

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

October 25, 2022

Via Email and U.S. Mail
John C. Johnston, Esquire
Johnston Law, LLC
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464

Re: **Ricky Young and Jason Greene v John W. Beasley, et al.**
Our File No.: 8-3506.100

John:

Enclosed herewith you will find the **Plaintiff Ricky Young's First Set of Requests for Admission, Interrogatories and Requests for Production to Defendants John W. Beasley a/k/a John W. Beasley Sr. and Lillian Beasley in their individual capacities and as Trustees or as Successors in Trust Under the Beasley Living Trust dated August 14, 2018 and any Amendments thereto**, along with a certificate of service evidencing service of same upon you and your co-counsel, Cheryl Shoun.

With my kindest regards, I am,

Sincerely,

Joey R. Floyd

JRF/hos
Enclosures

Cc: Cheryl Shoun, Esquire - Nexsen Pruet, 205 King Street, Suite 400; Charleston, SC 29401
(Via Email, cshoun@nexsenpruet.com, and U.S. Mail w/copy of Enclosures)
Ian McVey, Esquire (Via Email Only w/copy of Enclosures)
Ricky Young (Via Email Only w/copy of Enclosures)
Jason Greene (Via Email Only w/copy of Enclosures)

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	C/A NO.: 2022-CP-10-03510
Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	**PLAINTIFF RICHARD YOUNG'S FIRST SET OF REQUESTS FOR ADMISSION, INTERROGATORIES AND REQUESTS FOR PRODUCTION TO DEENDANTS JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UNDER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018 AND ANY AMENDMENTS THERETO**

TO: COUNSEL FOR DEFENDANTS JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UNDER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018 AND ANY AMENDMENTS THERETO

Plaintiff Richard Young, ("Plaintiff") hereby requests that the Defendants, John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto ("Defendants") answer/respond to the following Requests for Admission, Interrogatories and Requests for Production, in writing and under oath, within thirty (30) days from the date of service hereof, pursuant to Rules 33, 34 and 36 of the South Carolina Rules of Civil Procedure.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Definitions and Instructions

1. Whenever you are asked to identify a person in these Interrogatories, give the full name, address, telephone number, and employment of the person.
2. Whenever you are asked to identify a document in these Interrogatories, please give the date the document was generated, the author(s) of the document, a brief description of its nature and contents, and the name and address of the person who has custody or control of the document.
3. The terms "You," "Your," "Defendants" or "Defendant" when used in these Interrogatories refers to the Defendants above-named, to whom these discovery requests are addressed, and its/their agents, attorneys, or any other person acting on its/his behalf.
4. The term "Document" when used in these Interrogatories refers to all such items subject to discovery within the scope of Rule 34 of the South Carolina Rules of Civil Procedure, including by way of illustration but not of limitation, any written or recorded material, correspondence, memoranda, reports, ledgers, books, invoices, tax returns, diaries, desk calendars, all notes of telephone conversations, or other communications, videotapes, audio tapes, microfilm, photographs, computerized databases, and all other data computations from which information could be obtained, including originals and all non-identical copies of such materials.
5. If any information is withheld from an Answer due to objection or privilege, please state the nature of the information withheld, together with a description of

the information sufficient to establish whether the objection or privilege applies, as well as the basis for the objection or privilege.

6. All uses of the conjunctive are to be interpreted as including the disjunctive as well as the conjunctive, and all uses of the disjunctive are to be interpreted as including the conjunctive as well as the disjunctive.

7. These Interrogatories shall be deemed continuing and you are instructed to provide promptly, by way of supplementary answers thereto, such additional information as may hereafter be obtained by you or any person or entity acting on your behalf, which will augment or otherwise modify any answers given to these Interrogatories.

REQUESTS FOR ADMISSION

1. Admit that the Promissory Note ("Note") dated November 20, 2017, a copy of which is attached hereto as Exhibit A, bears the signatures of Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley.

2. Admit the Mortgage, Security Agreement and Financing Statement ("Mortgage") dated November 20, 2017, a copy of which is attached hereto as Exhibit B, bears the signatures of Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley.

3. Admit that the Mortgage was validly recorded in the office of the Register of Mesne Conveyances for Charleston County on December 8, 2017 in Mortgage Book 0864 at page 902.

4. Admit that the Mortgage has not been satisfied.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

5. Admit that the only payments made by, or on behalf of, Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley total Seventy-Five Thousand Dollars and No/100 ($75,000.00) towards the debt referenced in Exhibits A & B attached hereto.
6. Admit that the Defendants paid, or caused to be paid on their behalf, Twenty-Five Thousand Dollars and No/100 ($25,000.00) on, or about, November 26, 2018.
7. Admit that the Defendants paid, or caused to be paid on their behalf, Fifty Thousand Dollars and No/100 ($50,000.00) on, or about, December 10, 2020.
8. Admit that the Confession of Judgment executed by Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, among others, and filed on May 30, 2019, a copy of which is attached hereto as Exhibit C, was released only as to Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley on March 17, 2021.
9. Admit that the sums due and owing under the Note have not been paid in full.

INTERROGATORIES

1. Give the names, addresses, and telephone numbers of all persons known to you or counsel to be witnesses concerning the facts of the case and indicate (a) whether or not written or recorded statements have been taken from the witnesses, (b) indicate who has possession of such statements and (c) set forth a summary sufficient to inform the Plaintiff of the important facts known to or observed by such witnesses.

2. Set forth a list of photographs, plats, sketches, or other prepared documents or tangible materials in possession of Defendants or Defendants' counsel that relate to any claim or defense in this civil action.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

3. List the names, addresses, telephone numbers and area(s) of purported expertise of any expert witnesses whom you propose to use as a witness at the trial of the case.

4. Explain, in detail, all purported disputes that you have with the allegations in the Complaint/Amended Complaint filed in this civil action.

5. If you contend that you do not owe Plaintiffs money, set forth each and every reason why you contend that you do not owe Plaintiffs money as alleged in Plaintiffs' Complaint and Amended Complaint.

6. For each Request for Admission that you denied, set forth with specificity each and every reason why you denied the Request for Admission.

7. Identify each person, other than legal counsel, who assisted in responding to these Interrogatories.

If you refuse to answer all or part of any interrogatory under claim of privilege, please set forth a description sufficient to enable Plaintiff to learn the nature of the communication or document to which a privilege is being asserted.

These Interrogatories shall be deemed continuing so as to require supplemental answers if the party, any representative, or counsel obtains further information between the time the answers are served and the time of trial.

REQUESTS FOR PRODUCTION

1. Any and all documents and writings, including but not limited to emails, in the possession, custody, or control of Defendants or Defendants' Counsel that are relevant, in any way, to the claims and/or defenses in this case.

2. Any and all documents and writings in the possession, custody, or control of

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Defendants or Defendants' counsel that Defendants intend to be produced or used in the trial of the case.

3. All documents, reports, lists, or other records, in any form, identified in or relied upon by Defendants in answering Plaintiff's First Set of Interrogatories to Defendants, served contemporaneously herewith.

4. Copies of any documents that you contend support any allegation(s) that you do not owe money to Plaintiffs.

5. Any and all photographs, plats, sketches, or other prepared documents of which Defendants or Defendants' counsel are aware that, in any way, relate to the allegations, defenses, facts or issues in this case.

6. Any and all correspondence, reports, charts, test results, research, or other documents or materials of any kind whatsoever received from, provided to, or used by any expert witness related to his work on this case.

7. Any and all written, recorded, or videotaped statements taken from any person concerning the facts and circumstances surrounding this case.

8. Any and all reports, evaluations, notes, memoranda, or other documents relating in any way to the investigation of the matters alleged in the pleadings.

9. Copies of all documents provided to any expert.

10. Copies of any expert's resume and curriculum vitae.

11. Any and all intra-office or interoffice communications, including, but not limited to, e-mails, memoranda, or notes, referring in any way to the underlying facts of the present case.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

IF YOU REFUSE ANY PRODUCTION UNDER CLAIM OF PRIVILEGE, PLEASE DESCRIBE THE DOCUMENT(S) AND/OR PORTIONS THEREOF WITHHELD, IF ANY, PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE.

Joey R. Floyd
Bruner Powell Wall & Mullins, LLC
1735 St. Julian Place, Suite 200
Post Office Box 61110
Columbia, SC 29260-1110
(803) 252-7693

Ian D. McVey
Turner Padget Graham & Laney, P.A.
PO Box 1473
Columbia, South Carolina 29202

Attorneys for the Plaintiff

Columbia, South Carolina

October 25, 2022

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Richard Young and Jason Greene, Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT C/A NO.: 2022-CP-10-03510 **CERTIFICATE OF SERVICE**

I, Leigh Dominick, an employee of Bruner, Powell, Wall & Mullins, LLC, attorneys for Plaintiff, do hereby certify that on the 25th day of October 2022, I served the pleadings/documents set forth below on the person(s) identified below, by depositing copies thereof in the U.S. Mail, postage-paid, in an envelope securely sealed, and addressed to the following.

Pleadings/Documents Served:

Plaintiff Ricky Young's First Set of Requests for Admission, Interrogatories and Requests for Production to Defendants John W. Beasley a/k/a John W. Beasley Sr. and Lillian Beasley in their individual capacities and as Trustees or as Successors in Trust Under the Beasley Living Trust dated August 14, 2018 and any Amendments thereto

Person(s) Served:

John C. Johnston, Esquire
Johnston Law, LLC
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464

Cheryl Shoun, Esquire
Nexsen Pruet
205 King Street, Suite 400
Charleston, SC 29401

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
) PROMISSORY NOTE
COUNTY OF CHARLESTON)

$647,500.00 November 20, 2017

WHEREAS, on or about September 25, 2017, JOHN W. BEASLEY, JR. ("John Jr.") borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from JASON GREENE ("Greene"), which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from RICHARD YOUNG ("Young"), which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from Greene and Young (collectively hereunder, the "Creditors"), which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. ("John Sr."), LILLIAN BEASLEY ("Lillian"), and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company (the "Company", John Jr., John Sr., Lillian, and the Company collectively hereunder, the "Debtors") have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof;

WHEREAS, the Creditors have incurred Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) in costs in expenses in the resolution of this matter and the drafting of documents, which Debtors have agreed to capitalize into this Promissory Note;

WHEREAS, the Creditors and Debtors have by separate document executed memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth therein in order to avoid the costs and frustrations attenuated with litigation (the "Settlement and Release"); and

NOW THEREFORE, for and in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations under the Settlement and Release, the

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

unconditional and irrevocable of John Sr., Lillian, and the Company to join John Jr. as co-Debtors, with joint and several liability for the repayment of all sums owed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

FOR VALUE RECEIVED, the undersigned, JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Ave, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company", John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors"), joint and several, promise to pay to the order of RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"), by wire transfer and in lawful money of the United States of America, the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), without interest thereon for so long as this Promissory Note is not in default. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Failure to fully remit the principal balance of this Promissory Note prior to the Maturity Date shall be an event of default of this Promissory Note. In the event of default, the unpaid balance shall bear interest at the rate of Twelve Percent (12%) per annum (the "Default Interest Rate").

The above recitals comprise material provisions to this promissory and are incorporated herein as if restated verbatim.

THIS PROMISSORY NOTE MAY BE PREPAID AT ANYTIME WITHOUT PENALTY.

If this Promissory Note is not payable on demand, then upon the occurrence of any of the following events this Promissory Note and all other liabilities at the Lender's option, shall become due and payable immediately, by acceleration, without notice or demand:

(a) default by the Debtors in the payment of any principal of, or interest on, this Promissory Note when and as same shall become due and payable, whether at maturity, by acceleration, or otherwise; or,

(b) any representation or warranty made or any financial statement or other information furnished by the Debtors, or any one of them, in connection with the execution and delivery of this Promissory Note or any Security Document, a defined below; or,

(c) any certificate furnished pursuant hereto shall prove to be false at any time in any material respect; or,

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

(d) default by the Debtors, or any one of them, in the due performance of any term, provision or agreement to be performed by them (other than for the payment of principal or interest), contained herein or in any Security Document, as that term is defined below; or,

(e) the Debtors, or any one of them, as co-makers and guarantors with respect to this Promissory Note, shall become involved in financial difficulties as evidenced by: (i) making an assignment for the benefit of creditors or the commencement of any similar Debtors' relief proceeding, whether judicial or otherwise; (ii) consent to or application for the appointment of a trustee, interim trustee, custodian or receiver for all or a major portion of any property of the Debtors; (iii) the commencement of any action or proceeding under any other federal or state bankruptcy, insolvency, composition, Debtors' relief, reorganization or other similar law, or have such a proceeding commenced against any of them and either have an order of insolvency or reorganization entered against any of them or have the proceeding remain undismissed or unstayed for 60 days; (iv) entry of a final judgment for the payment of money against any of them and the same shall not be discharged within 30 days of its entry, or an appeal or proceeding for such appeal shall not be obtained; or (v) death, dissolution or suspension of the corporate charter or of the partnership, insolvency or failure or suspension of the usual business of any of them; or (vi) the issuance of any attachment, garnishment, execution, federal tax levy, or other process or seizure against any of their property.

The Debtors hereby waive presentment, demand for payment, protest, notice of protest, and notice of nonpayment, and further agree and consent that, without notice and without affecting their liability hereon, the holder(s) hereof at any time or times is/are authorized to: (a) correct patent errors and fill blanks herein; and/or (b) cause or permit the signature of one or more additional makers, co-makers, sureties, guarantors and/or endorsers to be added hereto.

If this Promissory Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage(s) securing this Promissory Note, then, all cost of collection, including a reasonable sum for attorney fee, which shall be deemed to be not less than Fifteen Percent (15%) of the outstanding balance due, shall be added hereto as attorney's fees secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this Promissory Note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this Promissory Note, or any change or changes by way of release or surrender of any collateral held as security for this Promissory Note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

Notwithstanding the foregoing, any holder of this Promissory Note may, in writing to the Debtors, direct and designate such other place or address for payment to be observed by Debtors.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned Debtors further acknowledge and intend that this Promissory Note shall be binding upon their heirs, successors, and assigns, as the case may be.

No delay by the Creditors in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

This Promissory Note is secured by mortgages of even date herewith, given by Debtors in favor of Creditors hereunder, and to be recorded in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina, regarding, pledging, and encumbering certain real property (a "Security Document").

This Promissory Note is made and to be interpreted under the laws of the State of South Carolina. Venue for any dispute regarding the rights, duties, and obligations under this Promissory Note is proper in any court of competent jurisdiction for Charleston County, South Carolina.

DEBTORS:

John W. Beasley, Jr.

John W. Beasley a/k/a John W. Beasley, Sr.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

Lillian Beasley

By: John W. Beasley, Jr.
Its: Sole Member

[END OF PROMISSORY NOTE.]

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

PAYMENT RIDER TO PROMISSORY NOTE

Debtors: JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC
Creditors: RICHARD YOUNG and JASON GREENE
Date of Promissory Note: November 30, 2017

For so long as RICHARD YOUNG and JASON GREENE, whether together or individually, remain a holder of this Promissory Note, or until otherwise directed by either of them, each and every payment to be made under the Promissory Note shall be made by wire transfer as follows:

South State Bank
2440 Mall Dr.
North Charleston, SC 29406
ABA or Routing # 053200983

For Credit to:
Account Name: Price Law LLC IOLTA
Account No.: 8010000342994

Memo:
File No. 17-805 Beasley Settlement Payments

Notwithstanding the foregoing, any holder of this Promissory Note may, in writing to the Debtors, direct and designate such other place or address for payment to be observed by Debtors.

DEBTORS:

John W. Beasley, Jr.

John W. Beasley a/k/a John W. Beasley, Sr.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

Lillian Beasley

By: John W. Beasley, Jr.
Its: Sole Member

[END OF PAYMENT RIDER TO PROMISSORY NOTE.]

BP0684902

PGS: 15

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

PREPARED BY AND
AFTER RECORDING RETURN TO:
Justin John Price, Esq.
478 King Street, Suite 4
Charleston, South Carolina 29403
843.368.9173

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is made and entered into as of November 20TH, 2017, by JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY A/K/A LILLIAN J. BEASLEY, Individuals residing at 1050 Sea Eagle Watch, Charleston, South Carolina 29412, their heirs, successors, and assigns (collectively, the "Mortgagor"), in favor of RICHARD YOUNG, an Individual whose contact information is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, and JASON GREENE, an Individual whose contact information is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, their heirs, successors, and assigns (collectively, the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to a promissory note of even date herewith in the original principal amount of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), together with any and all extensions, renewals, or modifications thereof, the "Note"; and

WHEREAS, Mortgagor desires to secure its obligations under the Note by granting the Mortgagee a mortgage lien on and security interest in the real property, improvements, fixtures, and personal property described below; and

NOW, THEREFORE, the Mortgagor in consideration of the aforesaid debt, and also in consideration of the further sum of Ten and No/100 Dollars ($10.00), to them in hand paid by the Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing the Obligations (as hereinafter defined) as a mortgage lien, has granted, bargained, sold, and released, and by these presents, does grant, bargain, sell and release unto the Mortgagee, their heirs, successors, and assigns, as security for the Obligations, the real property described on Exhibit "A" attached hereto and incorporated by reference (the "Land") including all improvements (the "Improvements") now existing or hereafter placed on the Land; and

TOGETHER, with all rights, privileges, interests, easements, tenements, hereditaments and appurtenances thereto belonging, including without limitation all right, title and interest of Mortgagor in and to water, minerals, flowers, shrubs, crops, trees, timber and other emblements

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

now or hereafter located therein, and the rents, issues and profits thereof, and any and all improvements and fixtures now or subsequently attached to or used in connection therewith (collectively, together with the Land and the Improvements, the "Mortgaged Property").

TO HAVE AND TO HOLD, all and singular the Mortgaged Property, unto the Mortgagee, their heirs, successors, and assigns forever.

AND the Mortgagor covenants with and to the Mortgagee that the Mortgagor is indefeasibly seized of a good and marketable fee simple title to said Mortgaged Property and has good and lawful authority to mortgage said Mortgaged Property; and

PROVIDED, ALWAYS, that if the Mortgagor shall pay unto the Mortgagee the said Obligations (including any future advances); and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants therein and in this Mortgage, then this Mortgage and all assignments contained herein shall cease and be null and void; otherwise to remain in full force and effect.

THIS MORTGAGE secures (a) the obligations of Mortgagor to Mortgagee under the Note; (b) any and all advances or expenditures made by Mortgagee pursuant to the terms of this Mortgage; (c) attorneys' fees, court costs, and other amounts which may be due under the Note or this Mortgage; (d) any and all other indebtedness of Mortgagor to Mortgagee, now existing or hereafter arising, of whatever class or nature, whether or not now contemplated by the parties, including future advances pursuant to S.C. Code Ann. § 29-3-50, 1976, as amended (as set forth more fully below); and (e) any and all extensions, renewals, and modifications of any of the foregoing (all of (a) through (e) being hereinafter referred to the as "Obligations". Extensions, renewals, and modifications of the debt secured hereby, and future advances, may bear interest at a rate or rates higher than the rate borne by the Note.

THIS MORTGAGE shall secure not only existing indebtedness but all future advances (in accordance with S.C. Code Ann. § 29-3-50) readvances, and additional indebtedness hereafter arising or incurred of Mortgagor to Mortgagee, and any notes evidencing the same, whether such advances or indebtedness is obligatory or to be made at the option of the Mortgagee, or otherwise, to the same extent as if such future advance or indebtedness was made on the date of the execution of this Mortgage, but the indebtedness secured by this Mortgage shall not exceed at any one time the maximum principal amount of Eight Hundred Thousand and 00/100 Dollars, plus interest thereon, reasonable attorneys' fees and court costs, and plus advancements for taxes, insurance premiums, and repairs made by Mortgagee. All indebtedness incurred after the date hereof by Mortgagor in favor of Mortgagee shall be deemed to be a future advance and entitled to the protection of this provision. Such future indebtedness may bear interest at a rate or rates greater than the rate set forth in the Note. Interest on the Note will be deferred, accrued, or capitalized, but Mortgagee shall not be required to defer, accrue, or capitalize any interest except as provided in the Note.

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AND the Mortgagor does hereby expressly covenant and agree as follows:

1. **Assignment of Rents and Profits.** As further security for the payment of the Obligations and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, Mortgagor hereby sells, mortgages, transfers and assigns unto Mortgagee and grants Mortgagee a security interest in all the right, title and interest of the Mortgagor in and to the rents, hunting leases, agricultural leases, issues, profits, revenues, royalties, rights and benefits from the above described property, and to that end Mortgagor hereby assigns and sets over unto the said Mortgagee all leases and licenses of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and Mortgagor does hereby authorize and empower the Mortgagee to collect said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as they may now be due or shall hereafter become due to the said Mortgagee, upon demand for payment thereof by said Mortgagee; it being understood and agreed, however, that no such demand shall be made unless and until there has occurred an Event of Default hereunder; and until such demand is made, Mortgagor is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid, by the Mortgagor shall not operate to permit the collection of any rents more than thirty (30) days in advance of the date same are due under the terms and provisions of said lease or leases.

2. **After Acquired Property.** The Lien of this Mortgage shall automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property or any part thereof, and shall likewise automatically attach to any and all subsequent or additional interests Mortgagor may hereafter acquire in the Mortgaged Property.

3. **Payment of Obligations.** Mortgagor covenants and agrees to pay the Obligations in accordance with their terms promptly as the principal and interest thereon shall become due.

4. **Maintenance of Property.** Mortgagor shall maintain the Mortgaged Property in good condition and repair and shall neither permit nor allow waste thereof. Mortgagor shall promptly repair or restore any portion of the Mortgaged Property which is damaged or destroyed by any cause whatsoever and shall promptly pay when due all costs and expenses of such repair or restoration. Mortgagor shall not remove, demolish, or materially alter any improvement or fixture which is now or hereafter part of the Mortgaged Property and shall cut no timber on the on the Mortgaged Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

5. **Insurance.** Mortgagor shall maintain with respect to all buildings, improvements, fixtures, and tangible personal property which are now or hereafter part of the Mortgaged

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Property, fire and extended coverage insurance, including windstorm and hail, and earthquake insurance, and such other hazard insurance as Lender may require. If any portion of the Mortgaged Property is located in a federally designated flood plain, Mortgagor shall also obtain a flood insurance policy in the maximum amount available under the National Flood Insurance Act of 1968, but not to exceed the replacement value of all buildings and improvements located on the Mortgaged Property that are located in a federally designated flood plain. All such insurance shall be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and shall not be cancelable by either the insurer or the insured without at least thirty (30) days prior written notice to the Mortgagee. Mortgagor shall keep the Mortgaged Property continuously insured as herein required and shall deliver to Mortgagee a copy of each policy of insurance required hereby together with a current certificate of insurance. Mortgagor shall pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor shall furnish to Mortgagee at least ten (10) days prior to such expiration or termination a copy of a renewal or replacement policy of insurance meeting the requirements hereof together with a current certificate of insurance. If Mortgagor fails to insure the Mortgaged Property as herein required, Mortgagee may so insure the Mortgaged Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor and shall secured by this Mortgage. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Mortgaged Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Mortgaged Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

6. Proceeds of Insurance. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed Mortgagor upon any policy of insurance insuring any portion of the Mortgaged Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. So long as there has occurred no Event of Default hereunder, or any event which but for the lapse of time or the giving of notice would constitute an Event of Default, any indemnity payment received by Mortgagee from any such policy of insurance shall be applied in a manner reasonably determined by Mortgagee to the replacement, repair or restoration of the portion of the Mortgaged Property damaged or destroyed. Notwithstanding the foregoing, if at the time of payment of the insurance proceeds there has occurred an Event of Default which has not been cured or remedied as permitted hereunder, or if in the reasonable determination of Mortgagee the insurance proceeds, together with funds made available by Mortgagor for such purpose, are insufficient to replace, repair, or restore the Mortgaged Property, then Mortgagor may apply such proceeds to payment of any sum secured by this Mortgage in such order as Mortgagee may determine. No portion of any

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

indemnity payment which is applied to replacement, repair or restoration of any portion of the Mortgaged Property or which may be released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. **Taxes.** Mortgagor shall pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Mortgaged Property which is superior to the lien of this Mortgage and shall deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount of validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Mortgaged Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with the Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing. Mortgagor shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other Obligations secured hereby, for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the Note.

8. **Advances by Mortgagee; Reimbursement.** If Mortgagor fails to make payment for restoration or repair of the Mortgaged Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate of interest as established pursuant to law. Payments made for taxes by Mortgagee shall be a first lien on the Mortgaged Property to the extent of the taxes so paid with interest from the date of payment, regardless of rank or priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

9. **Extending Time for Payment.** Mortgagee, without notice, and as often as it wishes to, may agree with any party obligated on the Obligations (or any of them), or having an interest in the Mortgaged Property, to renew or extend the time for payment of any part or all of the indebtedness secured hereby, without in any way affecting either the lien hereof or the liability of any other party.

10. **Events of Default.** The term "<u>Event of Default</u>", wherever used in this Mortgage, shall mean any one or more of the following events:

Initials Initials

10.1. The occurrence of a default under and as defined in the Note, the giving of any required notice, and the continuation of such default unremedied beyond any applicable grace period set forth in the Note;

10.2. The occurrence of an Event of Default under and as defined in any loan agreement of even date herewith between Mortgagor and Mortgagee, the giving of any required notice, and the continuation of such default unremedied beyond any applicable grace period set forth in any such loan agreement;

10.3. Failure by the Mortgagor to pay within five (5) days of the scheduled payment date any installment of principal and/or interest on the Obligations or any of them, including but not limited to the Note, or failure to pay taxes or insurance when due, and the continuation of any such failure for five (5) days after written notice thereof is provided thereof by Mortgagor to Mortgagee;

10.4. The sale, conveyance or transfer of all or any portion of the Mortgaged Property;

10.5. Failure by the Mortgagor to duly observe any other covenant, condition or agreement of the Obligations, or of this Mortgage, and the continuation of such failure for a period of thirty (30) days after written notice thereof is provided by Mortgagee to Mortgagor;

10.6. Default in the terms or conditions of any other mortgage which is a lien upon the Mortgaged Property, and the continuation of such default beyond any applicable grace period;

10.7. The discovery of any material amount of Hazardous Substance (as hereinafter defined) on the Mortgaged Property, which Mortgagee reasonably determines has a material, adverse effect on the value of the Mortgaged Property; provided, however, that the foregoing shall not be deemed to include petroleum products and related substances properly stored and used in the ordinary course of business operations on the Mortgaged Property, and shall further not be deemed to include minor spills of petroleum and related products having no material, adverse impact on the value of the Mortgaged Property;

10.8. The damage or destruction of a material portion of the Improvements, which damage or destruction is not promptly repaired or is not fully covered by insurance;

10.9. Mortgagor suffers or permits any lien, encumbrance, or security interest to arise or attach to the Mortgaged Property that is not promptly removed or satisfied, or any judgment is entered against Mortgagor that is not satisfied or appealed and stayed within thirty days; and

10.10. Any lien for labor, material, taxes or otherwise shall be filed against the Mortgaged Property or any part thereof, which lien or liens shall not be discharged or released within thirty (30) days after the filing of such lien, whether by payment in satisfaction of such lien or securing such lien by surety bond.

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

11. **Consequences of Default.** If an Event of Default shall occur:

11.1. All of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand, which are hereby expressly waived, and the Mortgagee may proceed to foreclose this Mortgage and sell the Mortgaged Property or otherwise pursue any right or remedy herein or by law provided. At the foreclosure, Mortgagee shall be entitled to bid and purchase the Mortgaged Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Mortgaged Property.

11.2. Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management or maintenance of the Mortgaged Property, all on such terms as are deemed appropriate to protect the security of this Mortgage. The receiver shall be entitled to a reasonable fee for so managing the Mortgaged Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control and managing the Mortgaged Property and collecting the rents, including but not limited to reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repair to the Mortgaged Property, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Property, and the costs of discharging any liability or obligation of Mortgagor as lessor or Landlord of the Mortgaged Property and then to the sums secured by this Mortgage. Mortgagee and the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Mortgagee under this paragraph. If the rents of the Mortgaged Property are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the rents, Mortgagee may at its sole option advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Such funds shall be payable on demand by Mortgagee and shall bear interest at the rate provided in the Note. The entering upon and taking and maintaining of control of the Mortgaged Property by the Mortgagee or the receiver and the application of the rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder.

12. **Marshalling of Assets.** The Mortgagee shall not be required to marshal any present or future security for (including but not limited to this Mortgage and the Mortgaged Property), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any

Initials Initials

particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Mortgagor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Mortgagee's rights under this Mortgage or under any other instrument evidencing any of the Obligations or under which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Mortgagor hereby irrevocably waives the benefits of all such laws.

13. **Costs and Expenses.** All reasonable costs and expenses (including attorneys' fees) incurred or paid by the Mortgagee in connection with enforcement of the Obligations or the exercise by the Mortgagee of any of its rights or remedies hereunder, or in retaking, holding, preparing for sale and selling or otherwise realizing upon any of the Mortgaged Property, including, without limitation, the reasonable attorneys' fees and expenses of any attorney to whom this matter is referred (whether or not litigation is commenced), or for representation in proceedings under any bankruptcy or insolvency law, or in case the Mortgagee has become a party either as plaintiff or as defendant in any suit or legal proceeding in relation to the Mortgaged Property or the lien created herein, shall be repaid by the Mortgagor to the Mortgagee upon demand, with interest at the rate provided in the Note. In the event said expenses are not paid by the Mortgagor to the Mortgagee, they shall become part of the Obligations and shall be secured hereby.

14. **Interest.** It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, or to make any payment or to do any act contrary to laws, that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

15. **Eminent Domain.** The Mortgagee shall be entitled to receive and recover the entire award made in any eminent domain proceedings to the extent that the same does not exceed the amount necessary to pay in full all sums secured by the lien of this Mortgage.

16. **Transfer of Property.** Mortgagor shall not sell, convey, transfer, mortgage, lease or further encumber, nor suffer or permit the sale, conveyance, transfer, mortgage, lease or encumbrance, whether voluntarily or by operation of law, of any interest in or any part of the Mortgaged Property, the rents and profits therefrom, without the prior written consent of Mortgagee. If any person or entity should obtain any interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall unless otherwise provided herein be deemed to be a transfer by Mortgagor. Mortgagor shall not, without the prior written consent of the Mortgagee, further assign the rents from the Mortgaged Property nor enter into any agreement or do any act to amend,

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of any renewal option of any lease now or hereafter covering such property or any part thereof which would in each instance or in the aggregate materially affect the collateral or the operation of the Mortgagor or the Mortgaged Property or the ability of the Mortgagor to repay the Note.

17. **Further Assurances.** The Mortgagor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments, in each case in form and substance, satisfactory to the Mortgagee, relating to the creation, validity, or perfection of the mortgage lien and security interests provided for in this Agreement under the Uniform Commercial Code or other laws of the State of South Carolina or of any other state or states in which Mortgagor is doing business or in which any of the Mortgaged Property is located as the Mortgagee may from time to time reasonably request, and shall take all such other action as the Mortgagee may reasonably require more completely to vest in any and assure to the Mortgagee its rights hereunder or in any of the Mortgaged Property, including without limitation execution and delivery of financing statements which the Mortgagee deems appropriate to perfect and continue the security interest hereby granted; and the Mortgagor hereby irrevocably authorizes the Mortgagee, or its designee, at the Mortgagor's sole expense, to execute and file such financing statements, with or without the Mortgagor's signature, as the Mortgagee may deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation of any mortgage lien or financing statement) or any repledge, or any other action, is required at any time to protect and preserve such security interests, the Mortgagor shall, at its sole expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by the Mortgagee.

18. **Inspections; Easement.** Mortgagor hereby agrees that Mortgagee shall have the right, at any time during the term of this Mortgage, to conduct an environmental investigation of the Mortgaged Property, either itself or by or through designated agents and may exercise such rights from time to time, and in furtherance of such rights, Mortgagor hereby grants to Mortgagee, its successors and assigns, a non-exclusive limited easement over and across the Mortgaged Property, and its subsurface, for access to the Mortgaged Property and for the purpose of conducting an environmental investigation of such Mortgaged Property, provided that any such investigation shall be conducted in such a manner as to not disrupt the Mortgagor's operations on the Mortgaged Property. The satisfaction of, or the release of a portion of the Mortgaged Property, shall evidence a termination of the easement granted herein in full, or as to the Mortgaged Property released, as the case may be. This easement is irrevocable so long as this Mortgage is outstanding.

19. **Additional Assessments.** The Mortgagor shall pay when due the cost of providing to Mortgagee, at Mortgagee's request from time to time, a then-current environmental site assessment, audit, or survey ("Assessment") of the Mortgaged Property which Assessment shall be prepared by an environmental auditor acceptable to Mortgagee, in Mortgagee's sole discretion; provided, however, that Mortgagee shall make such request no more frequently than

Initials Initials

once every year unless the loan evidenced by the Note is being renewed, extended, modified, or accelerated, or unless Mortgagee is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Mortgagee to obtain any such Assessment more frequently than once a year.

20. **Governing Law.** This instrument is to be governed by and construed in accordance with the laws of the State of South Carolina and each of the remedies provided for herein shall be cumulative so that the right of the Mortgagee to exercise one or more of such remedies shall not be construed to limit or preclude the right of the Mortgagee to exercise any other remedy or remedies set forth herein.

21. **No Waiver.** No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

22. **Miscellaneous.** The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

23. **Benefits to Mortgagor.** The undersigned Mortgagor represents to Mortgagee that the Mortgagor is benefitted by the loans evidenced by the Note, whether or not the Mortgagor is the obligor thereon, and that adequate and sufficient consideration has been given to Mortgagor for its execution and delivery of this Mortgage.

24. **Security Agreement.** This Mortgage creates a lien on the Mortgaged Property, and to the extent the Mortgaged Property is not real property under applicable law this Mortgage constitutes a security agreement under the South Carolina Uniform Commercial Code and any other applicable law.

25. **No Derogation.** The grant of a security interest to Mortgagee in the granting clauses of this Mortgage shall not be construed to derogate from or impair the lien or provisions of or the rights of Mortgagee under this Mortgage with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The hereby stated intention of the Mortgagor and Mortgagee is that everything used in connection with the production of income from such real property or adapted for use thereon is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property, irrespective of whether or not the same is physically attached to the land or the improvements thereon. If required by Mortgagee, at any time during the term of this Mortgage, Mortgagor will execute and deliver to Mortgagee, in form satisfactory to Mortgagee, additional security agreements, financing statements and/or other instruments covering all personal property or fixtures of Mortgagor which may at any time be furnished, placed on, or annexed or

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

made appurtenant to the real property or used, useful or held for use, in the operation of the Improvements.

26. **Personal Property.** As to any part of the Mortgaged Property constituting personal property, Mortgagee may proceed as to such personal property in accordance with Mortgagee's rights and remedies in respect to such property or sell the personal property separately and without regard to the remainder of the Mortgaged Property in accordance with Mortgagee's rights and remedies provided by the South Carolina Uniform Commercial Code as well as other rights and remedies available at law or in equity.

27. **Financing Statements.** With respect to those items of the property which are or are to become fixtures related to the herein described real estate, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

28. Notices. Whenever this Mortgage requires or permits any notice, request or demand by one party to the other, the notice, request or demand must be in writing and shall be deemed to have been given if it is enclosed in an envelope addressed to the party to be notified at the address stated below (or such other address as may have been designated by written notice) properly stamped, sealed, and deposited in the United States mail as certified or registered mail, return receipt requested. The address of each party for the purposes of this Section are as follows:

If to the Mortgagor: 1050 Sea Eagle Watch, Charleston, South Carolina 29412

If to the Mortgagee: c/o Justin John Price, Esq., Vaux Marscher Berglind, PA, 478 King Street, Suite 4, Charleston, South Carolina 29403

29. **Mortgagor Information.** The Mortgagor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Property and shall permit or cause the Mortgagor to permit the Mortgagee and its representatives of examine said books and records and all supporting vouchers and data at any time and from time to time upon reasonable request by the Mortgagee.

30. **Satisfaction and Release of Assignment of Rents.** The release of all or any part of the Mortgaged Property from the lien of this Mortgage shall be deemed a release of such property from the lien of the Assignment of Leases, Rents, and Profits and Security Agreement of even date herewith executed by the Mortgagor in favor of the Mortgagee.

31. **Severability.** If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

monetary sum, then, Mortgagee may, at its option, declare the indebtedness and all other sums secured hereby immediately due and payable.

32. **Instrument Under Seal.** This Mortgage is intended to be and shall be construed as an instrument under seal.

33. **WAIVER OF STAY.** IN THE EVENT OF THE COMMENCEMENT OF BANKRUPTCY PROCEEDINGS BY OR AGAINST THE MORTGAGOR, TO THE EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY WAIVES THE BENEFIT OF THE AUTOMATIC STAY PROVIDED FOR BY 11 U.S.C. § 362 AND/OR ANY STAY, INJUNCTION, OR RESTRAINING ORDER ISSUED PURSUANT TO 11 U.S.C. § 105 OR OTHERWISE. TO THAT END, MORTGAGOR AGREES THAT IT WILL NOT SEEK OR ASSERT ANY SUCH STAY, INJUNCTION, OR RESTRAINING ORDER AND MORTGAGOR HEREBY IRREVOCABLY CONSENTS TO AND AGREES NOT TO OPPOSE THE MODIFICATION OF ANY SUCH STAY TO ALLOW FOR THE ENFORCEMENT BY MORTGAGEE OF THIS MORTGAGE AND THE FORECLOSURE OR OTHER REALIZATION UPON THE COLLATERAL PROVIDED FOR HEREIN.

34. **WAIVER OF JURY TRIAL AND VENUE STIPULATION.** MORTGAGOR, ANY OTHER OBLIGORS, AND THE MORTGAGEE EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON OR ARISING OUT OF THIS NOTE, THE OBLIGATIONS, THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGEE AND MORTGAGOR, AND/OR THE CONDUCT OF THE RELATIONSHIP BETWEEN MORTGAGEE AND ANY OBLIGORS. ANY LITIGATION ARISING HEREUNDER OR RELATED HERETO MAY BE TRIED BY THE SOUTH CAROLINA COURTS FOR CHARLESTON COUNTY OR THE FEDERAL COURTS OF SOUTH CAROLINA, MORTGAGOR HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS.

35. **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 thirty 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. **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.** Mortgagor specifically acknowledges and affirms its waiver of appraisal rights as evidenced by its signature below.

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

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 thirty 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. **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.** Mortgagor specifically acknowledges and affirms its waiver of appraisal rights as evidenced by its signature below

IN WITNESS WHEREOF, the Mortgagor has hereunto set their Hands and Seals as of the date first written above.

WITNESSES:	MORTGAGEE:
Witness No. 1	(Seal) John W. Beasley a/k/a John W. Beasley, Sr.
Witness No. 2	(Seal) Lillian Beasley a/k/a Lillian J. Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me this 20th day of November, 2017, by John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley a/k/a Lillian J. Beasley.

Witness my hand and official seal the 20th day of November, 2017

Notary Public for South Carolina
My commission expires: 06/27/2025

Initials Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102

This Mortgage was prepared without the benefit of title examination by Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403.

Initials Initials

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

COUNTY OF CHARLESTON SOUTH CAROLINA

RECORDED

Date: December 8, 2017
Time: 9:29:32 AM

Book	Page	DocType
0684	902	Mtg

Elaine H. Bozman, Register
Charleston County, SC

Filed By:
PRICE LAW FIRM
JUSTIN JOHN PRICE ESQ
478 KING STREET STE 4
CHARLESTON SC 29403

MAKER:
BEASLEY JOHN W AL

RECIPIENT:
YOUNG RICHARD AL

Original Book:

Original Page:

\# of Sats:

Note:

\# of Pages: 15
\# of References:

Recording Fee	$ 10.00
Extra Reference Cost	$ -
Extra Pages	$ 10.00
Postage	$ -
Chattel	$ -
TOTAL	$ 20.00

DRAWER: Drawer 1
CLERK: KLH

0684
Book

902
Page

12/08/2017
Recorded Date

15
\# Pgs

Original Book

Original Page

M
Doc Type

09:29:32
Recorded Time

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT C

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON RICHARD YOUNG and JASON GREENE Plaintiff(s) vs. JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC Defendant(s)	IN THE COURT OF COMMON PLEAS CIVIL ACTION COVERSHEET 2019-CP - 10- 2849

2019 MAY 30 AM 11:5_ FILED

Submitted By: Justin John Price, Esq.
Address: 525 Folly Road, Suite 208, Charleston, SC 29412

SC Bar #: 77461
Telephone #: 843.822.4313
Fax #: 843.620.1022
Other: N/A
E-mail: justin.price@justinpricelaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (*Check all that apply*)

**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) ________

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case # 20___-NI-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) ________

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) ________

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) ________

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) ________

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) ________

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☒ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Incapacitated Adult Settlement (790)
- ☐ Other (799) ________

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) ________

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699) ________
- ☐ Sexual Predator (510)
- ☐ Permanent Restraining Order (680)
- ☐ Interpleader (690)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: ________________ Date: May 30, 2019

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT C/A NO.: 2019-CP-10-2849
RICHARD YOUNG and JASON GREENE, Plaintiffs/Creditors vs. JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC, Defendants/Debtors.	CONFESSION OF JUDGMENT OF JOHN W. BEASLEY, JR., JOHN W. BEASLEY a/k/a JOHN W. BEASLEY, SR., LILLIAN BEASLEY, and BEASLEY CONSTRUCTION COMPANY, LLC (Covenant Not to Execute Absent Default)

2019 MAY 30 AM 11:57
FILED

PERSONALLY APPEARED before me John W. Beasley, Jr. ("John Jr."), John W. Beasley a/k/a John W. Beasley, Sr. ("John Sr."), Lillian Beasley ("Lillian"), and Beasley Construction Company, LLC, a South Carolina limited liability company (the "Company"), having been duly sworn, deposed and stated that:

1. We, John Jr., John Sr., and Lillian are over the age of twenty-one years, and we make this Confession of Judgment (this "Confession") of sound mind and body.

2. That the Company, by this representation and warranty of authority by the undersigned signatory, is duly authorized to make this Confession and the signatory is of sound mind and body.

3. Our addresses, as of the execution of this Confession, are as follows:

A. John Jr., 575 Lynne Ave, Charleston, South Carolina 29412;

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

B. John Sr., 1050 Sea Eagle Watch, Charleston, South Carolina 29412;

C. Lillian, 1050 Sea Eagle Watch, Charleston, South Carolina 29412; and

D. Company, c/o John Jr., Sole Member and Registered Agent, 789 Shipwreck Place, Inman, South Carolina 29349.

4. Of even date of the execution hereof, Richard Young ("Young"), Jason Greene ("Greene", Young and Greene collectively hereunder, the "Creditors"), John Jr., John Sr., Lillian, and the Company (John Jr., John Sr., Lillian and the Company collectively hereunder, the "Debtors") did execute a certain Settlement Agreement and Conditional Release of Claims (the "Settlement and Release"), whereby the parties agree to resolve certain possible claims provided certain amounts are timely repaid to Young and Greene, all as more particularly stated in said Settlement and Release.

5. As security for the performance of the Debtors under the Settlement and Release, Debtors have agreed, *inter alia*, to execute this Confession of Judgment in favor of the Creditors for the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00) (the "Debt").

6. The Debtors have agreed to be jointly and severally liable for the repayment of the Debt.

7. We are justly and truly indebted to Creditors for the principal Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees (the "Indebtedness"), which Indebtedness arises out of our joint and several obligations under the Settlement and Release.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

8. In the event of default of the terms of the Settlement and Release, we hereby consent to and authorize the entry into the public records of Charleston County, South Carolina this Judgment by Confession for the full sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees, and less any sums paid as of the filing hereof with the Clerk of Court for Charleston County, South Carolina.

9. This Judgment by Confession will not be placed on the public records of Charleston County, South Carolina unless we default in our obligations as set forth above and in the Settlement and Release, specifically that the Indebtedness shall be repaid in full on or before the "Maturity Date" but in no case beyond the "Cure Period", as such dates are stated in the Settlement and Release. Upon any default of the Settlement and Release or this Confession, the attorney for Creditors may record this Judgment by Confession by submitting an Affidavit to the Clerk of Court as to default, as to any principal balance paid, and as to the remaining balance to be entered in the Judgment Roll, including any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees. Any recorded Judgment may be transferred thereafter to any county or state in which we own property.

10. We hereby specifically acknowledge that once this Confession has been filed of record in Charleston County, South Carolina, it shall have the full force and effect of an Order of the Court of Common Pleas for the Ninth Judicial Circuit for Charleston County, South Carolina and thereafter may be exported to any jurisdiction within the State of South Carolina and/or any jurisdiction of these United States for purposes of collection of the Indebtedness.

11. Once recorded, the Judgment shall bear interest at the statutory rate for judgments in South Carolina.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

12. Upon compliance with the terms of the Settlement and Release, we shall be forever released and discharged from any liability to Creditors arising out of, or in any manner connected with, this Judgment by Confession or the Settlement and Release. Additionally, upon final payment by us in compliance with the Settlement and Release and this Confession, Creditors shall mark this Confession "satisfied and released" and forward the same to us at:

c/o John Jr., John Sr., and Lillian Beasley and Beasley Construction Company, LLC
1050 Sea Eagle Watch
Charleston, South Carolina 29412

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20th day of November, 2017.

John W. Beasley, Jr.

SWORN TO before me this 20th day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley a/k/a John W. Beasley, Sr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2023

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned, under oath, having verified that she has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets her hand before a Notary Public this 30TH day of November, 2017.

Lillian Beasley
Lillian Beasley

SWORN TO before me this 30TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned, under oath, having verified that it has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets its hand before a Notary Public this 20TH day of November, 2017.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

By: John W. Beasley, Jr.
Its: Sole Member

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

End of Confession.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT C/A NO.: 2019-CP-10-2849
RICHARD YOUNG and JASON GREENE, Plaintiffs/Creditors vs. JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC, Defendants/Debtors.	ATTORNEY AFFIDAVIT IN SUPPORT OF CONFESSION OF JUDGMENT

FILED
2019 MAY 30 AM 11:57
CLERK OF COURT

BEFORE ME, an officer duly authorized to take oaths and administer acknowledgements, appeared Justin John Price, Esq., who after being duly sworn, did depose and state:

1. My name Justin John Price, Esq., and I am an attorney with the law firm of Price Law, LLC licensed to practice law in the State of South Carolina.

2. Price Law, LLC represents the above-captioned Plaintiffs, Richard Young and Jason Greene.

3. I am the attorney at Price Law, LLC tasked with the primary representation of the above-captioned Plaintiffs, Richard Young and Jason Greene, in this matter.

4. On November 20, 2017, Defendant Beasley Construction Company, LLC, through its Sole Member John W. Beasley, Jr. and Defendants John W. Beasley, Jr., John W. Beasley a/k/a John W. Beasley, Sr., and Lillian Beasley, each an Individual, did each execute a Confession of Judgment (the "Confession of Judgment") to secure their joint and several liability

1/3

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

for full performance and obligations under the terms of that certain Settlement Agreement and Conditional Release of Claims (the "Settlement Agreement"), of even date therewith, which said Settlement Agreement is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

5. Calculated pursuant to the Settlement Agreement, the principal amount confirmed and owed by the Defendants, joint and several, to the Plaintiffs was $647,500.00.

6. Pursuant to the Settlement Agreement, the entire principal balance was due, in full, on or before 2:00 PM ET, November 21, 2018 (the "Maturity Date").

7. By mutual agreement of the Plaintiffs and Defendants, the Maturity Date was extended to 2:00 PM ET, May 21, 2019, upon the timely payment of Defendants to Plaintiffs of the sum of $25,000.00, said sum to be applied to a reduction in principal (the "Extended Maturity Date").

8. The above-captioned Defendants timely made the one-time payment of $25,000.00, thereby reducing the principal balance due under the Settlement Agreement to $622,500.00 and extending the Maturity Date to the Extended Maturity Date.

9. The above-captioned Defendants have failed to timely make any other payments due under the Settlement Agreement.

10. Calculated pursuant to the Settlement Agreement and the Confession of Judgment, the remaining principal balance of $622,500.00 (the "Delinquent Balance") under the Settlement Agreement is now past due and delinquent as of May 21, 2019, any cure period allowed under the Settlement Agreement expired as May 26, 2019 (the "Cure Period"), the Cure Period expired without Defendants making any payment in reduction of the Delinquent Balance, and thereafter said Delinquent Balance began to accrue interest at twelve percent (12%) per annum (the "Default Interest Rate").

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

11. Calculated pursuant to the Settlement Agreement and the Confession of Judgment, the Delinquent Balance shall accrue interest at the Default Interest Rate until such time as the filing of this judgment, at which point said Delinquent Balance shall accrue post-judgment interest.

12. Calculated pursuant to the Settlement Agreement and the Confession of Judgment, the Delinquent Balance shall include continuing interest, late fees, all costs of collection, including attorney's fees, court costs, and post-judgment interest.

13. This affidavit is offered in support of the Delinquent Balance, including continuing interest, late fees, all costs of collection, including attorney's fees, and court costs accrued under the Settlement Agreement the Confession of Judgment and post-judgment interest from the filing of this judgment, all as confessed by the above-captioned Defendants.

14. Post-judgment interest accrues from the date of the filing of this judgment at the rate pursuant to S.C. Code Ann. § 34-31-20 (B), 1976, as amended.

FURTHER AFFIANT SAYETH NAUGHT.

Justin John Price, Esq.

SWORN TO before me this 30th day)
of May, 2019.)

(SEAL)

Notary Public for State of South Carolina
My Commission Expires: March 13, 2028

BRANDY ENGLERT PRICE
NOTARY
My Comm. Exp.
03/13/2028
PUBLIC
SOUTH CAROLINA

3/13/28

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT "A"
<u>The Settlement Agreement</u>

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"); JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Avenue, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company", John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, John Sr., Lillian, and the Company have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors hereby memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth herein in order to avoid the costs and frustrations attenuated with litigation;

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. Confession of Judgment. Simultaneously with the execution of this Settlement and Release, John Jr., John Sr., Lillian, and the Company have executed separate Confessions of Judgment, the originals of which shall be held in trust by the Creditors' attorneys. Creditors agree that for so long as the Debtors have not defaulted in in the performance of any payment obligation arising hereunder beyond any applicable cure period, the Confessions of Judgment shall not be recorded in any court or jurisdiction. The terms and conditions of the Confessions of Judgment are incorporated herein as material terms of this Settlement and Release. Upon satisfaction by the Debtors of the payment obligations set forth in Paragraph 2 below, the Creditors agree that all amounts alleged to be due to them from the Debtors, including those confessed to be due under the Confessions of Judgment shall be fully and completely satisfied and the Debtors shall be entitled to demand return of the Confessions of Judgment to their attorneys or as otherwise directed in writing to Creditors' attorney.

2. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($647,500.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Settlement Agreement, the Debtors have executed a promissory note acknowledging the Settlement Sum as a debt owed to Creditors (the "Promissory Note");

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

b. Simultaneously with the execution of this Settlement Agreement and in order to secure the obligations under this Settlement and Release as acknowledged by the Promissory Note, the Debtors have executed mortgages (the "Mortgages") in favor of the Creditors on the following real property owned by one or more of the Debtors (for identification purposes hereof, the real properties are identified by address, brief legal description, and/or Charleston County TMS No.);

   i. 1050 Sea Eagle Watch, Charleston, South Carolina 29412, Charleston County TMS No.: 427-00-00-102
   ii. 3493 Plow Ground Road, Johns Island, South Carolina, Charleston County TMS No.: 277-00-00-036; and
   iii. Lot 8, Lighthouse Point, Lynne Ave, Charleston, South Carolina, Charleston County TMS No.: 452-06-00-068.

c. All payments required of Debtors hereunder shall be made to payable to "Richard Young and Jason Greene" and delivered, via wire transmittal, to the office of their counsel as follows: Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403 ("Creditors' Counsel"). The wire instructions for the depository account are attached hereto as Appendix "A" and shall be used by Debtors for remittance of any and all payments in reduction of the balance of the Settlement Sum owed unless and until Creditors' Counsel provides Debtors with written instructions to the contrary at the addresses listed in the preamble above;

d. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Debtors shall have five (5) calendar days following the Maturity Date within which to cure any delinquent payment hereunder (the "Cure Period"). No default under this Agreement shall occur until the Cure Period has lapsed without performance by Debtors of the payment obligations then due. However, Debtors hereby waive notice of any payment delinquency, payment default, or commencement or passing of any right to cure; and

e. Upon the occurrence of an uncured default by Debtors, Creditors shall, without prior notice, be entitled to record the Confessions of Judgment given by the Debtors and described herein in accordance with the terms set forth in said Confessions of Judgment without invalidating this Settlement and Release Agreement.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

f. Upon the satisfaction of the underlying Note and the full performance by Debtors of all obligations under this Settlement and Release, Creditors agree to execute and record satisfactions of mortgages on the above-referenced properties in the applicable county RMC office.

3. Creditors' Conditional Release of John Jr. In consideration of the mutual promises herein contained, and other good and valuable consideration stated above, Creditors, along with anyone claiming through them or on their behalf, collectively agree to, and hereby conditionally release and discharge John Jr., together with his heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding, provided the Settlement Sum is timely paid in full. Creditors, John Jr., and the co-Debtors expressly agree and acknowledge that any release or discharge hereunder shall only become effective and complete upon the full performance of the Debtors hereunder, and the failure of the Debtors to fully and timely perform hereunder shall immediately revive any and all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown which the Creditors could pursue against John Jr. at the time of the execution of this Settlement and Release. Nothing herein shall operate to prohibit Creditors from recording and enforcing the Confession of Judgment in the event Debtors fails to make the payments required hereunder.

4. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

5. Creditors Agreement to Cooperate. Creditors agree to reasonably cooperate with John Jr. in his attempts to recover the Loan from the actors responsible for the loss of the Loan. Reasonable cooperation shall include, but is not limited to: producing of all documents, communications, and other evidence concerning the transfer of the Loan from John Jr. or either Creditor to any third parties and an agreement to provide a statement of Creditors' knowledge

of the ultimate destination of the Loan to their attorney to be provided to the attorney for or agent of John Jr.

6. Matters Pertaining to Insolvency of John Jr. Should John Jr. file for insolvency or bankruptcy protection prior to the full and timely satisfaction of all of Debtors' obligations hereunder, the Parties expressly agree and acknowledge that Creditors shall and nothing herein shall limit Creditors' rights and ability to object to the discharge of any debt hereunder for John Jr.'s false pretenses and/or false representations in obtaining the Loan from Creditors, to include, but not be limited to, objections to discharge under 11 U.S.C. § 523.

7. Except as stated in Paragraphs 3 and 6 above, Creditors and Debtors each expressly waive and assume the risk of any and all claims for damages that exist as of this date or which may hereafter occur, but which Creditors and/or Debtors do not know or suspect to exist or might occur, whether through ignorance, error or otherwise, and which, if known, would affect their respective decisions to enter into this Settlement and Release.

8. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

9. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

10. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

11. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

12. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

13. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

14. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith.

15. The undersigned Parties agree that the Settlement Sum includes a sum of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) to reimburse Creditors for expenses they have collectively paid in the preparation of the documents enumerated and made a part of this Settlement and Release.

16. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

17. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document.

18. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

19. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

20. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________ (L.S.)
Richard Young

STATE OF TN)
)
COUNTY OF DAVIDSON)

ACKNOWLEDGMENT

I, SHIMA A. SALMAN Notary Public for TN, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30th day of November, 2017.

____
Notary Public for DAVIDSON CTY

My Commission Expires:
07/19/19

SHIMA SALMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________________________ (L.S.)
Jason Greene

STATE OF Alabama)
)   ACKNOWLEDGMENT
COUNTY OF Lauderdale)

I, Terry J. Higdon, Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 4th day of ~~November,~~ 2017.
December

____
Notary Public for Alabama

My Commission Expires:
MY COMMISSION EXPIRES 1/27/2020

____

TERRY J. HIGDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________ (L.S.)
John W. Beasley, Jr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley, Jr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20th day of November, 2017.

My Commission Expires:
06/17/2025

Notary Public for South Carolina

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:
BEASLEY CONSTRUCTION COMPANY, LLC,
A South Carolina limited liability company

_________________________ (L.S.)
By: John W. Beasley, Jr.
Its: Sole Member

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Beasley Construction Company, LLC, by John W. Beasley, Jr., its Sole Member, personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

APPENDIX "A"

Wire Instructions for Transmittal of Settlement Sum

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
RICHARD YOUNG and JASON GREENE,)
)
Plaintiffs/Creditors)
)
vs.)
)
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,)
)
Defendants/Debtors.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
C/A NO.: 2019-CP-10-2849

AFFIDAVIT OF ATTORNEY'S FEES

FILED
2019 MAY 30 AM 11:57
CLERK OF COURT
BY

BEFORE ME, an officer duly authorized to take oaths and administer acknowledgements, appeared Justin John Price, Esq., who after being duly sworn, did depose and state:

1. My name Justin John Price, Esq., and I am an attorney with the law firm of Price Law, LLC.

2. I am licensed attorney in the State of South Carolina, I have been licensed to practice law in the State of South Carolina since 2008, and I have been continuously practicing in the State of South Carolina since I became so licensed.

3. Price Law, LLC represents the above-captioned Plaintiffs, Richard Young and Jason Greene.

4. I am the attorney at Price Law, LLC tasked with the primary representation of the above-captioned Plaintiffs, Richard Young and Jason Greene, in this matter.

1/3 of

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

5. I agreed to charge $285 per hour for my services. While our office utilizes the services of paralegals and administrative assistants, who bill at varying rates, I am on the only professional at our law firm that has billed any time to this matter.

6. In addition to legal fees, this office also bills expenses at cost, including postage, courier fees, copies, and court filing fees.

7. Between the Defendants execution of the Confessions of Judgment and the filing of this affidavit, I have billed 29.7 hours in the collection and enforcement of the delinquency in this matter, for a total of $8,464.50 in fees.

8. As of the filing of this affidavit, the total amount of costs, fees and expenses billed for this action is $361.00.

9. All costs were necessary and reasonable in the representation of Richard Young and Jason Greene in this case.

10. The Confessions of Judgment filed in this matter and duly executed by the above-captioned Defendants on November 20, 2017, are liquidated and calculable under the terms of the Settlement Agreement and Confessions of Judgment filed in this matter.

11. This affidavit is offered in support of Plaintiffs' award of attorney's fees and costs in this case.

12. Pursuant to S.C. Code Ann. § 34-31-20(B), 1976, as amended, post-judgment interest accrues from the date of the filing of the judgment.

[Balance of page intentionally blank. Signature on following page.]

2/3 JJ

FURTHER AFFIANT SAYETH NAUGHT

Justin John Price, Esq.

SWORN TO before me this 30th day)
of May, 2019.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: March 13, 2028

BRANDY ENGLERT PRICE
NOTARY
My Comm. Exp.
03/13/2028
PUBLIC
SOUTH CAROLINA

3/3 JJ

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C/A NO.: 2019-CP-10-__________
RICHARD YOUNG and JASON GREENE,	)	
Plaintiffs/Creditors	)	
	)	**CERTIFICATE OF SERVICE**
vs.	)	**(Civil Action Coversheet, Confession of Judgment, Attorney Affidavit in Support of Confession of Judgment and Affidavit of Attorney's Fees)**
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	)	
Defendants/Debtors.	)	

I, Justin John Price, Esq., Attorney for the Plaintiffs, hereby certify that on this 30th day of May, 2019, a copy of the foregoing documents have been mailed, via U.S. Postal Service, First Class Mail, Postage Prepaid to the following parties, addressed as follows:

John W. Beasley, Jr.
575 Lynne Avenue
Charleston, South Carolina 29412

John W. Beasley, Sr. and
Lillian Beasley
1050 Sea Eagle Watch
Charleston, South Carolina 29412

Beasley Construction Company, LLC
Attn: John W. Beasley, Jr., Sole Member
789 Shipwreck Place
Inman, South Carolina 29349

____
Justin John Price, Esq.

May 30, 2019
Charleston, South Carolina

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

JUSTIN JOHN PRICE, ESQ.

ATTORNEY AND COUNSELOR AT LAW

525 FOLLY ROAD, SUITE 208
CHARLESTON, SOUTH CAROLINA 29412
843.822.4313 (DIRECT)
843.620.1022 (FAX)
JUSTIN.PRICE@JUSTINPRICELAW.COM (EMAIL)

May 30, 2019

VIA IN-PERSON DELIVERY TO:
Hon. Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401

RE: Richard Young, et al. v. John W. Beasley, Jr., et al. (the "Matter")
Our File No.: 17-805

Dear Ms. Armstrong:

Please find enclosed one (1) original and one (1) copy of the following documents:

1. Civil Action Coversheet;
2. Confession of Judgment;
3. Attorney Affidavit in Support of Confession of Judgment with Exhibit;
4. Affidavit of Attorney's Fees; and
5. Certificate of Service

Please file the originals upon receipt hereof, date stamp the copies, and return the copies to my attention. Please feel free to contact me with any questions or comments.

With kind personal regards,

Justin John Price

Enclosures
cc: Defendants (via U.S. Postal Service); and
Clients (via email only).

EXHIBIT 2

S STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
Richard Young and Jason Greene, Plaintiffs, vs. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	Case No. 2022-CP-10-03510 JOHN W. BEASLEY, A/K/A JOHN W. BEASLEY, SR., AND LILLIAN BEASLEY IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UNDER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018 RESPONSES TO PLAINTIFF RICHARD YOUNG'S FIRST SET OF REQUESTS FOR ADMISSION

TO: JOEY R. FLOYD, ESQUIRE ATTORNEYS FOR RICHARD YOUNG

Defendants John W. Beasley a/k/a John W. Beasley, Sr. ("J. Beasley") and Lillian Beasley ("L. Beasley"), in their individual capacities and as Trustees or as Successors in Trust under the Beasley Living Trust Dated August 14, 2018, (collectively, the "Beasleys"), by and through their undersigned counsel, answers Plaintiff Richard Young's First Set of Requests for Admission in accordance with Rule 36 of the South Carolina Rules of Civil Procedure.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

RESPONSES TO REQUEST FOR ADMISSION

1. Admit that the Promissory Note ("Note") dated November 20, 2017, a copy of which is attached hereto as Exhibit A, bears the signatures of Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley.

RESPONSE: Admit.

2. Admit the Mortgage, Security Agreement and Financing Statement ("Mortgage") dated November 20, 2017, a copy of which is attached hereto as Exhibit B, bears the signature of Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley.

RESPONSE: Admit.

3. Admit that the Mortgage was validly recorded in the office of the Register of Mesne Conveyances for Charleston County on December 8, 2017 in Mortgage Book 0864 at page 902.

RESPONSE: The Beasleys are informed and believe the Mortgage was validly recorded, and craves reference to the recorded Mortgage for the recording information.

4. Admit that the Mortgage has not been satisfied.

RESPONSE: The Beasleys admit that, despite full payment of all amounts due from them to Plaintiffs, pursuant to the Settlement Agreement and Conditional Release of Claims, dated on or about November 30, 2020, entered between the parties ("Second Settlement Agreement"), Plaintiffs have failed to satisfy the Mortgage.

5. Admit that the only payments made by, or on behalf of, Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley total Seventy-Five Thousand

Dollars and No/100 ($75,000.00) towards the debt referenced in Exhibit A & B attached hereto.

RESPONSE: The Beasleys admit a total of $75,000 was paid by or on behalf of The Beasleys to Plaintiffs, said amount being the full amount due from The Beasleys to Plaintiffs, pursuant to the Second Settlement Agreement.

6. Admit that the Defendants paid, or caused to be paid on their behalf, Twenty-Five Thousand Dollars and No/100 ($25,000.00) on, or about, November 26, 2018.

RESPONSE: Admit, incorporating response to Request No. 5 above.

7. Admit that the Defendants, paid, or caused to be paid on their behalf, Fifty Thousand Dollars and No/1000 ($50,000.00) on, or about, December 10, 2020.

RESPONSE: Admit, incorporating response to Request No. 5 above.

8. Admit that the Confession of Judgment executed by Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, among others, and filed on May 30, 2019, a copy of which is attached hereto as Exhibit C, was released only as to Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley on March 17, 2021.

RESPONSE: The Beasleys admit, upon information and belief, that the Release of Judgment Lien as to a Specific Property, Release of Judgment Lien as to <u>Certain</u> Defendants, and <u>Partial</u> Satisfaction of Judgment filed with the Clerk of Court for Charleston County on or about March 17, 2021, released The Beasleys and their property, commonly referred to as 1050 Sea Eagle Watch, Charleston, South Carolina from the Confession of Judgment filed on or about May 30, 2019.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. Admit that the sums due and owing under the Note have not been paid in full.

RESPONSE: The Beasleys admit that all sums due and owing from them, pursuant to the Note, and as set forth in the Second Settlement Agreement, have been paid in full. As to other amounts that may remain due and owing pursuant to the Note, The Beasleys are without information known or readily obtainable by them to admit or deny.

s/Cheryl Shoun
Cheryl D. Shoun, SC Bar No. 5092
NEXSEN PRUET, LLC
205 King Street, Suite 400 (29401)
P.O. Box 486
Charleston, SC 29402
Telephone: 843.577.9440
Facsimile: 843.720.1777
CShoun@nexsenpruet.com

Michael A. Parente, SC Bar No. 104720
NEXSEN PRUET, LLC
Post Office Drawer 2426
Columbia, SC 29202
Telephone: 803.771.8900
MParente@nexsenpruet.com

Attorneys for Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley

November 21, 2022
Charleston, South Carolina

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of John W. Beasley, a/k/a John W. Beasley, Sr., and Lillian Beasley in their individual capacities and as trustees or as successors in trust under The Beasley living trust dated August 14, 2019 Responses to Plaintiff Richard Young's First Set of Request for Admission by email on Monday, November 21, 2022.

Joey R. Floyd
Bruner Powell Wall & Mullins, LLC
1735 St. Julian Place, Suite 200
P.O. Box 61110
Columbia, SC 29260-1110
jfloyd@brunerpowell.com

Ian D. McVey
Turner Padget Graham & Laney, P.A.
PO Box 1473
Columbia, SC 29202
imcvey@turnerpadget.com

s/Ruthie Parish
Nexsen Pruet, LLC

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

s/Ruthie Parish
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
(843) 577-9440

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of a Return to Plaintiffs' Motion for Entry of Default and a Judgment by Default on Behalf of Defendant Redfin Corporation by U.S. mail on August 19, 2022 upon the following as follows

Cherry C. Pisigan
13957 Winding Ridge Lane
Centreville, VA 20121
jeremypisigan@yahoo.com

Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
(843) 577-9440

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of a Memorandum in Support of Motion to Dismiss on Behalf of Defendants Redfin Corporation and Christine Lefont, Memorandum in Support of Motion to Strike on Behalf of Defendants Redfin Corporation and Christine Lefont and Memorandum in Opposition to Plaintiffs' Motion for Default Judgment by mail on Friday, November 18, 2022.

Rodolfo A. Pisigan, Jr.
Portia O. Pisigan
Jeremy Pisigan
Cherry C. Pisigan
13957 Winding Ridge Lane
Centreville, VA 20121

-

Ruthie Parish
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401
(843) 577-9440

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

   a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_____________________________ (L.S.)
Richard Young

STATE OF ____________________)
)   ACKNOWLEDGMENT
COUNTY OF __________________)

I, ____________________________, Notary Public for ____________________, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this ____ day of November, 2020.

My Commission Expires:

_________________________   _________________________

Notary Public for ____________________

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

______________________________ (L.S.)
Jason Greene

STATE OF ____________________)
)   ACKNOWLEDGMENT
COUNTY OF ___________________)

I, __________________________, Notary Public for ____________________, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this ____ day of November, 2020.

My Commission Expires:

__________________________   __________________________
Notary Public for ______________________

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Victoria Kurtz
Notary Public for South Carolina

My Commission Expires:
9.4.22

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kuntz, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9.4.22

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	)	**SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS**
	)	
COUNTY OF CHARLESTON	)	

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG,** an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE,** an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.,** an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY,** an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

   a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_________________________ (L.S.)
Richard Young

STATE OF Alabama)
) **ACKNOWLEDGMENT**
COUNTY OF Baldwin)

I, Katty L Sikorski, Notary Public for Alabama, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

____
Notary Public for Alabama

My Commission Expires:
June 19 2024

KATY L. SIKORSKI
NOTARY
MY COMM. EXPIRES
JUNE 19, 2024
PUBLIC
ALABAMA STATE AT LARGE

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_________________________ (L.S.)
Jason Greene

STATE OF Alabama)
)
COUNTY OF Lauderdale)

ACKNOWLEDGMENT

I, Melody Thomas Franklin Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 2nd day of ~~November~~ December, 2020.

Melody Thomas Franklin
Notary Public for Alabama

My Commission Expires:
MELODY THOMAS FRANKLIN
My Commission Expires
September 18, 2022

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________ (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 10th day of ~~November,~~ December 2020.

____
Notary Public for South Carolina

My Commission Expires:
VICTORIA KURTZ
MY COMMISSION EXPIRES
SEPT. 4 2022
SOUTH CAROLINA
NOTARY PUBLIC

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 10th day of ~~November,~~ December 2020.

Victoria Kurtz
Notary Public for South Carolina

My Commission Expires:

VICTORIA KURTZ
MY COMMISSION EXPIRES
SEPT. 4 2022
SOUTH CAROLINA
NOTARY PUBLIC

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT 5

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2022-CP-10-03510
Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	**AFFIDAVIT OF DEBT**

PERSONALLY appeared before me, Richard Young and Jason Greene, the Plaintiffs in the above-captioned action, who, being first duly sworn, deposes and states:

1. We are over the age of 18 and competent to make this affidavit.

2. We are the owners and holders of the Promissory Note and Mortgage which are the subject of this action.

3. As described in detail in the Complaint, Defendant John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto are in default under the terms of the Note and Mortgage.

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

4. We are the persons most knowledgeable of the debt owed by Defendants.

5. As of May 12, 2023, the following amounts are due and owing pursuant to the terms of the Note and Mortgage (as defined in the Complaint):

Principal:	$572,500.00
Interest through May 12, 2023	$278,934.16
Total Due as May 12, 2023:	**$851,434.16**

Together with such interest, fees, charges and other costs as may accrue thereon after May 12, 2023.

6. Also due and owing on the Note and Mortgage are costs of collection, including a reasonable attorney's fee, as provided in the Note and Mortgage.

[SIGNATURE PAGES FOLLOW]

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

SIGNATURE PAGE TO AFFIDAVIT OF DEBT

FURTHER, THE AFFIANT SAYETH NOT.

Richard Young

SWORN TO and subscribed before me
this the 17th day of May, 2023.

Notary Public for Palm Beach
Printed Name: Chantal Samlal
My Commission Expires: July 5, 2024

CHANTAL SAMLAL
MY COMMISSION # HH 014061
EXPIRES: July 5, 2024
Bonded Thru Notary Public Underwriters

ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

SIGNATURE PAGE TO AFFIDAVIT OF DEBT

FURTHER, THE AFFIANT SAYETH NOT.

Jason Greene

LEIGH ANN DICKERSON
My Commission Expires
October 13, 2025

SWORN TO and subscribed before me
this the 16th day of May, 2023.

Notary Public for Citizens Bank & Trust
Printed Name: Leigh Ann Dickerson
My Commission Expires: October 13 2025

EXHIBIT 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C/A NO.: 2019-CP-10-2849
	)	
RICHARD YOUNG and JASON GREENE,	)	
	)	RELEASE OF JUDGMENT LIEN AS TO A SPECIFIC PROPERTY, RELEASE OF JUDGMENT LIEN AS TO <u>CERTAIN</u> DEFENDANTS, AND <u>PARTIAL</u> SATISFACTION OF JUDGMENT
Plaintiffs/Creditors	)	
	)	
vs.	)	
	)	
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	)	
	)	
Defendants/Debtors.	)	

For and in consideration of the payment of the total sum of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Release Fee"), paid to Richard Young and Jason Greene, collectively the "Plaintiffs", by only Defendant John W. Beasley, Sr. ("Defendant Beasley Sr.") and Defendant Lillian Beasley ("Defendant Lillian", Defendant Beasley Sr. and Defendant Lillian being collectively referred to herein as the "Released Defendants"), towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by the Released Defendants is hereby released from the lien of said judgment, such parcel of property being described on the attached Description of Property.

Moreover, said Defendant John W. Beasley, Sr. and Defendant Lillian Beasley, the Released Defendants, are hereby personally released from judgment in this matter.

ELECTRONICALLY FILED - 2023 May 17 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1002849

Moreover, the judgment entered in the above-referenced matter is hereby partially satisfied and reduced by the payment of said $50,000.00 Release Fee, said funds being received by Plaintiffs on December 11, 2020.

The remaining balance of said judgment lien, plus accruing post-judgment interest and costs, shall continue on record against Defendant John W. Beasley, Jr. and Defendant Beasley Construction Company, LLC, collectively, the "Remaining Defendants", and any, and all, other property of said Remaining Defendants. Nothing in this document shall affect or limit the rights of the Plaintiffs in their collective or individual pursuit of collecting the remaining balance of said judgment from any other property, real or personal, presently owned or acquired hereafter from the Remaining Defendants.

Executed this 17th day of March, 2021.

s/ Justin John Price, Esq.
Justin John Price, Esq.
S.C Bar No.: 77461
Price Law LLC
525 Folly Road, Suite 208
Charleston, South Carolina 29412
843.822.4313 (office)
843.620.1022 (fax)
justin.price@justinpricelaw.com

March 17, 2021
Charleston, South Carolina

ELECTRONICALLY FILED - 2023 May 17 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1002849

ELECTRONICALLY FILED - 2023 May 17 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1002319

DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102

EXHIBIT 6

ELECTRONICALLY FILED - 2023 Jan 24 3:56 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510
ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON**	**IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT** **CASE NO.: 2022-CP-10-03510**
Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	**AFFIDAVIT OF DEFAULT AS TO DEFENDANT ANNA PRUITT**

PERSONALLY APPEARED before me the undersigned who deposes and states:

1. I am a member of the firm Turner Padget Graham & Laney, P.A. in Columbia, South Carolina, and I represent the Plaintiffs in the above-captioned matter.

2. As evidenced by the Affidavit of Service filed with the Clerk of Court on August 31, 2022, service of the Lis Pendens, Summons, Complaint, Verifications, Exhibits A & B, Amended Lis Pendens, Amended Summons, Amended Complaint, Verifications and Exhibits A-C was made upon the Defendant Anna Pruitt on August 24, 2022.

3. More than thirty (30) days have elapsed since service of the Lis Pendens, Summons, Complaint, Verifications, Exhibits A & B, Amended Lis Pendens, Amended Summons, Amended Complaint, Verifications and Exhibits A-C, and no reply, motion, notice of appearance, or other responsive pleading has been made by said Defendant or counsel for the Defendant in this action, thus relieving Plaintiff of the requirement under Rule 55(b)(1) of the South Carolina Rules of Civil Procedure of providing the Defendant with three (3) days' notice of its application for default judgment.

4. Therefore, I am informed and believe that Defendant is now in default pursuant to Rules 6 and 55 of the South Carolina Rules of Civil Procedure.

5. Plaintiff is familiar with the provisions of the Servicemembers Civil Relief Act of 2003, 50 USC App. Section 501, et seq., and represents to the Court that it has conducted a diligent search to the best of its ability and, upon information and belief, the Defendant is not in the Military Service of the United States as contemplated by the provisions of the Servicemembers Civil Relief Act, 50 USC 501, et seq.; however, Plaintiff does not have access to personal identifying information required to conduct a search via the Department of Defense.

FURTHER AFFIANT SAYETH NOT.

TURNER, PADGET, GRAHAM & LANEY, P.A.

Lindsey M. Behnke (SC Bar No. 105719)
P.O. Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4324
Fax: 803-400-1525
Email: lbehnke@turnerpadget.com
ATTORNEY FOR THE PLAINTIFFS

Sworn to before me this
24th day of January, 2023.

Cindy A. Gatlin
Print Name: Cindy A. Gatlin
Notary Public for South Carolina
My Commission Expires: 12/17/2025

CINDY A. GATLIN NOTARY PUBLIC Exp. December 17, 2025 SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 Jan 24 3:56 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510
ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Jan 24 3:56 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510
ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON**	**IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT** **CASE NO.: 2022-CP-10-03510**
Richard Young and Jason Greene Plaintiffs, v. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service, Defendants.	**AFFIDAVIT OF DEFAULT AS TO DEFENDANT SEASIDE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

PERSONALLY APPEARED before me the undersigned who deposes and states:

1. I am a member of the firm Turner Padget Graham & Laney, P.A. in Columbia, South Carolina, and I represent the Plaintiffs in the above-captioned matter.

2. As evidenced by the Affidavit of Service filed with the Clerk of Court on August 31, 2022, service of the Lis Pendens, Summons, Complaint, Verifications, Exhibits A & B, Amended Lis Pendens, Amended Summons, Amended Complaint, Verifications and Exhibits A-C was made upon the Defendant Seaside Plantation Property Owners Association on August 24, 2022.

3. More than thirty (30) days have elapsed since service of the Lis Pendens, Summons, Complaint, Verifications, Exhibits A & B, Amended Lis Pendens, Amended Summons, Amended Complaint, Verifications and Exhibits A-C, and no reply, motion, notice of appearance, or other responsive pleading has been made by said Defendant or counsel for the Defendant in this action, thus relieving Plaintiff of the requirement under Rule 55(b)(1) of the South Carolina Rules of Civil Procedure of providing the Defendant with three (3) days' notice of its application for default judgment.

4. Therefore, I am informed and believe that Defendant is now in default pursuant to Rules 6 and 55 of the South Carolina Rules of Civil Procedure.

FURTHER AFFIANT SAYETH NOT.

TURNER, PADGET, GRAHAM & LANEY, P.A.

Lindsey M. Behnke

Lindsey M. Behnke (SC Bar No. 105719)
P.O. Box 1473
Columbia, South Carolina 29202
Telephone: 803-227-4324
Fax: 803-400-1525
Email: lbehnke@turnerpadget.com
ATTORNEYS FOR THE PLAINTIFFS

Sworn to before me this
24th day of January, 2023

Cindy A. Gatlin
Print Name: Cindy A. Gatlin
Notary Public for South Carolina
My Commission Expires: 12/17/2025

CINDY A. GATLIN
NOTARY
PUBLIC
Exp. December 17, 2025
SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 Jan 24 3:56 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510
ELECTRONICALLY FILED - 2023 May 17 5:18 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Richard Young and Jason Greene,

Plaintiffs,

v.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

C/A NO.: 2022-CP-10-03510

PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT AS TO PLAINTIFFS' SECOND CAUSE OF ACTION

TO: DEFENDANTS JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR. AND LILLIAN BEASLEY IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UNDER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018 AND ANY AMENDMENTS THERET, AND THEIR ATTORNEYS CHERYL SHOUN, ESQ. AND JOHN JOHNSTON, ESQ.

Plaintiffs, Richard Young ("Young") and Jason Greene ("Greene") (collectively, "Plaintiffs"), by and through their undersigned counsel, hereby submit this Memorandum in Support of Plaintiffs' Motion for Partial Summary Judgment, filed on May 17, 2023, as to their second cause of action for suit on note and foreclosure asserted against the Defendants John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

amendments thereto (referred to herein as "Borrowers"), pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

STANDARD OF REVIEW

Summary judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Rule 56, SCRCP. When reviewing a summary judgment motion, the court will review the pleadings, depositions, discovery, and affidavits on file in the case and will grant the motion if the evidence shows that there is no issue of material fact and that the movant is entitled to summary judgment as a matter of law. Sides v. Greenville Hosp. Sys., 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Moore v. Weinberg, 373 S.C. 209, 217, 644 S.E.2d 740, 744 (Ct. App. 2007). Rather, the nonmoving party must come forward with specific facts showing a genuine issue for trial. Id.

FACTUAL AND PROCEDURAL BACKGROUND

The events that give rise to this action began in the fall of 2017, when Plaintiffs made a series of loans to John W. Beasley Jr. ("Beasley Jr.") totaling a principal amount of Six Hundred Forty Thousand and 00/100s ($640,000.00) dollars. Beasley Jr. and Young had known each other since college and Beasley Jr. parlayed that friendship into loans from Young and Greene. The loans to Beasley Jr. were intended to be short term loans and/or investment loans to help fund Beasley, Jr.'s construction business.[1] Beasley Jr. did not honor his repayment obligations and in

[1] Beasley Jr. was charged with wire fraud and ultimately pled guilty to one count of wire fraud in May of 2022. Beasley Jr. was sentenced on April 25 to five years' probation, with the first year under home detention. https://www.postandcourier.com/news/ex-charleston-construction-company-owner-guilty-of-fraud-sentenced-to-home-detention/article_067efa94-e3a0-11ed-94c7-

November of 2017, Borrowers, Beasley, Jr. and Beasley Construction Company, LLC entered into a Settlement Agreement with Plaintiffs (hereinafter "First Settlement Agreement"). Under the terms of the First Settlement Agreement, Borrowers obligated themselves to repay the debt owed to Plaintiffs. Contemporaneously with the execution of the First Settlement Agreement and pursuant to the terms thereof, Borrowers, together with Beasley Jr. and Beasley Construction, also executed three separate security instruments: (1) a Promissory Note in the amount of Six Hundred Forty-Seven Thousand Five Hundred and 00/100s ($647,500.00) dollars (which provided for a one-year maturity date of November 18, 2018); (2) Mortgages on three different properties (one of which is the property at issue in this civil action) and (3) a Confession of Judgment to be held unfiled by Counsel for Plaintiffs unless and until Beasley Jr., Beasley Construction Company, LLC, and Borrowers (collectively, "Debtors") failed to pay Plaintiffs in accordance with the terms of the First Settlement Agreement.[2] A copy of the First Settlement Agreement, Promissory Note, and Confession of Judgment is attached hereto as **Exhibit A.** Unfortunately, Debtors failed to honor the terms of payment and the Confession of Judgment was filed on May 30, 2019.

Also in 2019, Borrowers were experiencing some financial distress with First-Citizens Bank & Trust Company ("First Citizens") which resulted in a foreclosure action being filed on September 30, 2019 styled, First Citizens Bank & Trust Company v. John W. Beasley, et al., C/A No.: 2019-CP-10-4676 (the "First Citizens Foreclosure") seeking to foreclose on several properties owned by Borrowers including the property which is the subject of this Action ("the Subject Property"). The pleadings in the First Citizens Foreclosure notate the various judgments, notes and mortgages that were unpaid. Eventually, First Citizens was made whole through the

4355e94d8127.html#:~:text=John%20Woodrow%20Beasley%20Jr.,to%20the%20U.S.%20Attorney's%20office.

[2] The Debtors have acknowledged and admitted that these documents were indeed signed by Borrowers. (See Ex. 2 to Pls' Mot. for Summ. J., filed May 17, 2023.)

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

foreclosure sale of a property located in North Carolina, and First Citizens filed a Satisfaction of its Mortgage on the Property.

When the Confession of Judgment was filed in May of 2019, the amount owed was Six Hundred Twenty Two Thousand Five Hundred and 00/100s ($622,500.00) dollars. Undoubtedly, the Confession of Judgment itself was a significant encumbrance on all of the Borrowers' real property, not just the Subject Property. The Second Settlement Agreement provided that Borrowers would pay Plaintiffs Twenty-Five Thousand and 00/100s ($25,000.00) dollars each (a total of Fifty Thousand and 00/100s ($50,000.00) dollars) in exchange for Plaintiffs filing a Release of Judgment Lien as to Specific Property, Release of Judgment Lien as to Certain Defendants, and Partial Satisfaction of Judgment, which would release the Property and the Borrowers from the Confession of Judgment. (See Ex. 3 to Pls' Mot. for Summ. J.) Conspicuously absent from the Second Settlement Agreement is any reference to the Promissory Note or the Mortgage. Similarly, the Release of Judgment does not reference the Promissory Note or the Mortgage. (See Ex. 4 to Pls' Mot. for Summ. J.)

The foregoing facts are undisputed, as evidenced by Borrowers' Responses to Plaintiffs' Requests for Admission. (See Ex. 2 to Pls' Mot. for Summ. J.) There are no genuine issues of material fact left to be resolved, and the only issue remaining is one of law. The Borrowers contend that the Second Settlement Agreement releases them from their obligations under the Promissory Note and the Mortgage. Stated another way, Borrowers argue that the Agreement (which again, never mentions a Promissory Note or Mortgage) requires the Plaintiffs to file a Satisfaction of the Mortgage and to mark the Promissory Note, signed by the Borrowers, as being paid. This is tantamount to interjecting additional terms into the Second Settlement Agreement, which would drastically alter its meaning and effect by undoing two separate security instruments. Because there

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

is no reason why the plain language of the Second Settlement Agreement should not stand, the court should find that the Mortgage and the Promissory Note were unaffected by the Second Settlement Agreement.

RELEVANT LAW

The Second Settlement Agreement is, first and foremost, a contract. "The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language." S.C. Farm Bureau Mut. Ins. Co. v. Oates, 356 S.C. 378, 381, 588 S.E.2d 643, 645 (Ct. App. 2003) (quoting United Dominion Realty Trust, Inc. v. Wal-Mart Stores, Inc., 307 S.C. 102, 105, 413 S.E.2d 866, 868 (Ct. App. 1992)). "Where an agreement is clear and capable of legal construction, the court's only function is to interpret its lawful meaning, discover the intention of the parties as found within the agreement, and give effect to it." Koontz v. Thomas, 333 S.C. 702, 708, 511 S.E.2d 407, 410 (Ct. App. 1999) (quoting Ebert v. Ebert, 320 S.C. 331, 338, 465 S.E.2d 121, 125 (Ct. App. 1995)). "It has long been held that to ascertain the intention of an instrument, the court must first look to its language, and if it is perfectly plain and capable of legal construction, then that language alone determines the instrument's force and effect." Id. at 708-709, 511 S.E.2d at 410 (internal citations omitted).

Further, where a contract contains a merger clause, that merger clause expresses the intention of the parties to treat the writing as a complete integration of their agreement." Wilson v. Landstrom, 281 S.C. 260, 266, 315 S.E.2d 130, 134 (Ct. App. 1984) (internal citations omitted). "The terms of a completely integrated agreement cannot be varied or contradicted by parol evidence or contemporaneous agreements not included in the writing." Id. (internal citations omitted). "'The parol evidence rule prevents the introduction of extrinsic evidence of agreements or understandings contemporaneous with or prior to execution of a written instrument when the

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

extrinsic evidence is to be used to contradict, vary or explain the written instrument.'" Koontz v. Thomas, 333 S.C. 702, 709, 511 S.E.2d 407, 411 (Ct. App. 1999) (quoting Gilliland v. Elmwood Properties, 301 S.C. 295, 302, 391 S.E.2d 577, 581 (1990)). Parol evidence may only be admitted when a contract is ambiguous. See Frewil, LLC v. Price, 411 S.C. 525, 530, 769 S.E.2d 250, 523 (Ct. App. 2015) ("If a writing, on its fact, appears to express the whole agreement between the parties, parol evidence cannot be admitted to add another term thereto.").

Finally, in Lever v. Lighting Galleries, Inc., the South Carolina Supreme Court made clear that a mortgage is a separate security instrument that may be pursued instead of or in addition to other remedies. See id, 374 S.C. 30, 33, 647 S.E.2d 214, 216 (2007). Factually, Lever is on point and instructive to this case. In Lever, a debtor and creditor signed an agreement, a note, and a mortgage by which the debtor agreed to pay the creditor according to the terms of the agreement. See id. at 31, 647 S.E.2d at 216. When the debtor did not pay in accordance with the agreement, the creditor chose to bring a suit on the note and obtained a judgment. See id. Subsequently, that judgment expired and the debtor maintained that, because the judgment was gone, the creditor could not pursue a foreclosure action under the mortgage. See id. at 32, 647 S.E.2d at 216. The South Carolina Supreme Court disagreed and ruled in favor of the creditor, making clear that the fate of a mortgage is not tied to a judgment, even if both instruments apply to the same debt. See Lever v. Lighting Galleries, Inc., 374 S.C. 30, 35, 647 S.E.2d 214, 217 (2007) (quoting Nichols v. Briggs, 18 S.C. 473 (1883)) ("Though the debt be barred, the lien may be enforced. The fact that a debt secured by a mortgage is barred by a statute of limitations, does not necessarily, or as a general rule, extinguish the mortgage security or prevent the maintaining an action to enforce it.") The court in *Lever* further explained: "until the mortgage debt is actually satisfied, the recovery of a judgment on the obligation secured by a mortgage, without the foreclosure of the mortgage... has

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

no effect upon the mortgage or its lien, does not merge it, and does not preclude its foreclosure in a subsequent suit instituted for that purpose, or the exercise of the power of sale contained in the mortgage or deed of trust." Id. at 33-34, 647 S.E.2d at 216.

ARGUMENT

This Court should grant Plaintiffs summary judgment on their second cause of action because the Second Settlement Agreement's plain language clearly provides that it only impacts the Confession of Judgment, not the Mortgage or the Promissory Note. Further, because the mortgage is a separate instrument from the Confession of Judgment, neither the Release of the Confession of Judgment (Ex. 4 to Mot. for Summ. J.) nor the Second Settlement Agreement impacts Plaintiffs' rights under the Mortgage.

First, the Second Settlement Agreement is perfectly clear and capable of legal construction. See Koontz v. Thomas, 333 S.C. at 708, 511 S.E.2d at 410. The Recitals in the Second Settlement Agreement expressly define its scope:

> WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid. . .

Second Settlement Agreement, pg. 2. There is no mention of the Promissory Note or the Mortgage; rather, the Agreement is exclusively addressed to the "confessions of judgment." The Second Settlement Agreement specifically requires Plaintiffs to file "partial releases *as to the Judgment* to indicate, of record, that Debtors shall be released *from the Judgment*." (Second Settlement Agreement, ¶ 2.) (emphasis added). If the parties intended to release Borrowers from the Mortgage, then they would have included a requirement that Plaintiffs file a Satisfaction of Mortgage, just as they did for the Confession of Judgment. Further, the Second Settlement Agreement does not

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

provide for a release from the debt itself and the Fifty Thousand and 00/100s ($50,000.00) dollars settlement amount is nowhere near the debt owed. In fact, the Agreement specifically states: "this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record." (Second Settlement Agreement, ¶ 16.) The Prior Settlement and Release Agreement referenced is the First Settlement Agreement (**Exhibit A**), which created the Promissory Note and the Mortgage. Therefore, the clear meaning and intent from the Agreement was to simply release the Confession of Judgment as to the Property and Borrowers, not to satisfy the Promissory Note or the Mortgage.

Second, because the Confession of Judgment and Mortgage are two separate instruments (see Lever supra), satisfaction of the Mortgage via the Second Settlement Agreement would require a finding that the Agreement was ambiguous and the introduction of parol evidence is needed to clarify its meaning. See Frewil, supra. For Borrowers to obtain the relief that they seek, the court would have to use parol evidence to interject an additional term requiring satisfaction of the Mortgage and the Promissory Note into the Second Settlement Agreement, despite the Agreement's clear exclusion of the Mortgage and the Promissory Note from its terms. The parol evidence rule and the merger clause contained in the Second Settlement Agreement bar the injection of new terms. For one, the evidence would be entirely extrinsic to the document, as the words "Mortgage" and "Promissory Note" do not appear in the Second Settlement Agreement. Further, the Agreement contains the following merger clause:

> This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understanding or agreement, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals.

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Second Settlement Agreement, ¶ 5. Therefore, extrinsic evidence should not be used to twist the Agreement's unambiguous terms.

Third, the Agreement does not automatically act to release the Borrowers from the Mortgage or the Promissory Note, simply because the same debt is involved. At its core, Borrowers' argument is that the Confession of Judgment, the Mortgage, and the Promissory Note should be considered one and the same remedy, such that the execution of an Agreement regarding the Confession of Judgment subsumes the Mortgage and the Promissory Note. This is incorrect under South Carolina law. The Second Settlement Agreement only addresses, and only pertains to, the Confession of Judgment. Just like the creditor in Lever could no longer enforce its judgment, the Plaintiffs can no longer leverage one remedy, the Confession of Judgment. But like the creditor in *Lever*, Plaintiffs still have the Mortgage and the Promissory Note. Unless the debt is paid in full or the instrument specifically released, these remedies remain. See Lever supra. The debt has not been paid and absolutely nothing in the Second Settlement Agreement addresses the Mortgage or the Promissory Note. Therefore, the Plaintiffs may proceed under those remedies.

CONCLUSION

For the reasons set forth herein, the Second Settlement Agreement does not impact Plaintiffs' rights under the Promissory Note or the Mortgage and Plaintiffs should be granted summary judgment on their second cause of action.

TURNER PADGET GRAHAM & LANEY, P.A.

/s/ Ian D. McVey
Ian D. McVey, SC Bar No. 71196
Lindsey M. Behnke, SC Bar No. 105719
Post Office Box 1473
Columbia, South Carolina 29202
Tel. 803-227-4267

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Tel. 803-227-4324
Fax: 803-400-1564
Fax: 803-400-1525
E-mail: imcvey@turnerpadget.com
E-mail: lbehnke@turnerpadget.com

BRUNER POWELL WALL & MULLINS, LLC

/s/ Joey R. Floyd
Joey R. Floyd, SC Bar No. 68491
PO Box 61110
Columbia, South Carolina 29260
Tel. (803)252-7693
Fax (803)254-0629
Email jfloyd@brunerpowell.com

Attorneys for the Plaintiffs

Columbia, South Carolina
August 4, 2023

ELECTRONICALLY FILED - 2023 Aug 04 11:54 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
Richard Young and Jason Greene, Plaintiffs, vs. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	Case No. 2022-CP-10-3510 MEMORANDUM IN OPPOSITION TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

John W. Beasley a/k/a John W. Beasley Sr. and Lillian Beasley, in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 (the "Beasley's"), submit this Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment.

INTRODUCTION

On May 17, 2023, Plaintiffs filed a Motion for Summary Judgement relying upon three (3) paragraphs and six (6) exhibits. Of the six (6) exhibits attached to their Motion only one (1) Exhibit provides information[1] additional to what was plead in the Complaint and none contain information supporting summary judgment in favor of Plaintiffs.

[1] Beasley Defendants' responses to Requests for Admission.

UNDISPUTED MATERIAL FACTS

On November 20, 2017, the Beasley's executed a Settlement Agreement and Conditional Release of Claims (the "Settlement Agreement") wherein the Beasley's and other debtors not named in this lawsuit, acknowledged a debt to Plaintiffs in the amount of Six Hundred Forty-Seven Thousand Five Hundred and No/100 Dollars ($647,500.00) (the "Debt"). A copy of the Settlement Agreement is attached hereto as Exhibit A.

The Beasleys delivered an executed Promissory Note (the "Note"), and a Mortgage (the "Mortgage") securing said Note, for the property known as 1050 Sea Eagle Watch, Charleston, SC 29412 (the "Property"), as well as a Confession of Judgment (the "Confession of Judgment"), as security for Plaintiffs' recovery on the Debt. At the time of the recording of the Mortgage, on December 8, 2017, the Mortgage was junior to other liens, including, without limitation, a mortgage executed and delivered by the Beasleys, upon the Property, in favor of First-Citizens Bank & Trust Company ("First-Citizens").

The Note and Mortgage are individual forms of security for the Debt agreed upon in the Settlement Agreement. The Debt is not the Note or the Mortgage, the Debt is the borrowed money, and the former are the available avenues to recover the Debt upon default.

On May 30, 2019, upon default on the Note, Plaintiffs filed the Confession of Judgment with the Clerk of Court for Charleston County, South Carolina and obtained a judgment against the Beasleys. A copy of the Confession of Judgment is attached hereto as Exhibit B.

On September 10, 2019, First-Citizens filed an action seeking to foreclose the mortgage upon the Property, previously executed in its favor by the Beasleys. This action,

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

filed with the Clerk of Court for Charleston County as Civil Action No. 2019-CP-10-4676, was amended on September 19, 2019. Both the original and the amended foreclosure action in favor of First-Citizens includes Plaintiffs herein as Defendants, pursuant to the Confession of Judgment. The foreclosure action initiated by First-Citizens was referred to the Honorable Mikell R. Scarborough, Master-in-Equity for Charleston County by Order entered November 15, 2019. First-Citizens' foreclosure action was resolved pursuant to Master-in-Equity's Order and Judgment of Foreclosure and Sale entered on March 16, 2020.

Following the recordation of the Confession of Judgment, as well as the disposition of the mortgage foreclosure initiated on behalf of First-Citizens, the Beasleys sought to resolve the Debt as to them and as to the Property, to the extent the Debt was not already resolved, upon extinguishment of the lien created by the Confession of Judgment and addressed in the foreclosure action on behalf of First-Citizens. Accordingly, on November 30, 2020, Plaintiffs and the Beasleys agreed to the terms of a Settlement Agreement and Conditional Release of Claims (the "Second Settlement Agreement"). A copy of the Second Settlement Agreement is attached hereto as
Exhibit C, and provides, *inter alia:*

> NOW, THEREFORE, in consideration of the payments and promises recited herein, [Young and Greene] fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the [Beasleys] fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. . .
>
> 5. This Settlement and Release constitutes the entire agreement and understanding between [Young

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

and Greene] and [the Beasleys], and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. . .

Pursuant to the terms of the Second Settlement Agreement, Plaintiffs received a sum of Fifty Thousand and No/100 Dollars ($50,000.00). Thereafter, on March 17, 2021, Plaintiffs filed the Release of Judgment Lien as to Specific Property, Release of Judgment Lien as to Certain Defendants, and Partial Satisfaction of Judgment (the "Release") with the Clerk of Court for Charleston County, South Carolina. A copy of the Release is attached hereto as Exhibit D. The Release provides, in pertinent part:

> For and in consideration of the payment of the total sum of Fifty Thousand and 00/100 Dollars ($50,000) (the "Release Fee"), paid to Richard Young and Jason Greene, collectively the "Plaintiffs", by only Defendant John W. Beasley, Sr.. . . and Defendant Lillian Beasley. . .. towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by [the Beasleys] is hereby released from the lien of said judgment, such parcel being described on the attached Description of Property. (emphasis in original)
>
> Moreover, [the Beasleys] are hereby personally released from judgment in this matter.
>
> . . . Nothing in this document shall affect or limit the rights of the Plaintiffs in their collective or individual pursuit of collecting the remaining balance of said judgment from any *other* property, real or personal, presently owned or acquired hereafter from the Remaining Defendants. (emphasis added).

Still, Plaintiffs are pursuing foreclosure of the Property to recover on the same Debt against the Beasleys, despite the unquestionable compromise and payment of any debt

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

that remained due and owing to Plaintiffs from the Beasleys, if any there was and the absolute release of the Property from any judgment... Plaintiffs have not argued and present no logical or legal justification for pursuing this litigation. It is a malicious choice to abuse and harass the Beasleys on an already exhausted issue.

LEGAL STANDARD

Summary judgment should be granted when the evidence of record indicates "that there is no genuine issue as to any material fact ***and*** that the moving party is entitled to a judgment as a matter of law." Rule 56(c) SCRCP. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." *Koester v. Carolina Rental Ctr., Inc.*, 313 S.C. 490, 493, 443, S.E.2d 392, 394 (1994). Where the non-moving party fails to make a showing sufficient to establish an essential element of their case, the trial court should issue summary judgment. To defeat a motion for summary judgment, it is not sufficient that the non-moving party create an inference which is not reasonable or an issue of fact that is not genuine *Shuler v. Tuomey Reg'l Med. Ctr. Inc.*, 313 S.C. 225,227, 437 S.E.2d 128, 130 (Ct. App. 1993). "In order to resist a motion for summary judgment, the non-moving party must come forward with specific facts showing genuine issues necessitating trial." *NationsBank v. Scott Farm*, 320 S.C. 299, 303, 565 S.E.2d 98, 100. (Ct. App. 1995).

ARGUMENT

I. Plaintiffs are not entitled to relief because Plaintiffs cannot foreclose the mortgage when the Debt was satisfied by payment by or on Behalf of the Beasleys to Plaintiffs pursuant to the Second Settlement Agreement.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

In *Lever v. Lighting Galleries, Inc.*, 647 S.E.2d 214, 217, 218 374 S.C. 30 (S.C. 2007), the Court found a creditor may pursue two remedies for one debt. However, "a creditor shall not have two satisfactions for the same debt." Such that, if one remedy results in a satisfaction, it acts as a bar to the other remedy. *Id. at 217.* This principled finding resonates with the prohibition against multiple recoveries for the same injury. "It is elementary law that one cannot actually recover twice for the same damage." *Riddle v. City of Greenville*, 251 S.C. 473, 478, 163 S.E.2d 462, 464 (1968).

By obtaining multiple forms of security for one debt, Plaintiffs did not obtain duplicative rights of satisfaction but rather multiple avenues to achieve satisfaction. In other words, to better secure their ability to collect the debt, Plaintiffs secured a promissory note and a mortgage, as well as a confession of judgment. Plaintiffs had the option to pursue both an action at law on the Note and a mortgage foreclosure to satisfy the Debt. It is extremely likely Plaintiffs chose not to pursue foreclosure of their Mortgage, as it was and remained junior to other liens on the Property, including, without limitation, that of First-Citizens. Rather, Plaintiffs chose to file the Confession of Judgment, thereby converting the security of the Mortgage into a judgment lien. This judgment lien was, however, later extinguished pursuant to the foreclosure action perfected by First-Citizens.

Additionally, Plaintiffs acknowledged their satisfaction when they filed the Release. Accordingly, to the extent Plaintiffs had any right to foreclose upon their Mortgage, they instead chose to file the Confession of Judgment. Subsequently, pursuant to the foreclosure action on behalf of Frist-Citizens, any lien on the Property was extinguished. Thereafter, to the extent any obligation remained on behalf of the Beasleys to make payment toward the Debt, such obligation was clearly compromised pursuant to an

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

agreement among the parties, which is memorialized in the Second Settlement Agreement. The Beasley's performance pursuant to the Second Settlement Agreement and Plaintiffs' acknowledgement of that performance is clearly and unambiguously set forth in the Release which releases both the Beasleys from any further debt and specifically releases the Property.

Accordingly, Plaintiffs are barred from pursuing this foreclosure and cannot receive a second recovery for the Debt.

Therefore, Plaintiffs' Motion for Summary Judgment must be denied because Plaintiff is not entitled to judgment as a matter of law. The Beasleys agree there are no issues of material fact that exist in this case, and that absence of material fact results in the fatality of Plaintiffs' case and amplifies the severity of abuse Plaintiffs have mounted on the Beasleys.

CONCLUSION

For the foregoing reasons, the court should DENY summary judgment in favor of Plaintiffs because they are not entitled to judgment as a matter of law.

Respectfully submitted on August 8, 2023.

/s/ Cheryl D. Shoun
Cheryl D. Shoun
SC Bar No. 5092
Maynard Nexsen PC
205 King Street, Suite 400
Charleston, SC 29401
(843) 720-1752
cshoun@maynardnexsen.com

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT A

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"); JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Avenue, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company", John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, John Sr., Lillian, and the Company have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors hereby memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth herein in order to avoid the costs and frustrations attenuated with litigation;

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. Confession of Judgment. Simultaneously with the execution of this Settlement and Release, John Jr., John Sr., Lillian, and the Company have executed separate Confessions of Judgment, the originals of which shall be held in trust by the Creditors' attorneys. Creditors agree that for so long as the Debtors have not defaulted in in the performance of any payment obligation arising hereunder beyond any applicable cure period, the Confessions of Judgment shall not be recorded in any court or jurisdiction. The terms and conditions of the Confessions of Judgment are incorporated herein as material terms of this Settlement and Release. Upon satisfaction by the Debtors of the payment obligations set forth in Paragraph 2 below, the Creditors agree that all amounts alleged to be due to them from the Debtors, including those confessed to be due under the Confessions of Judgment shall be fully and completely satisfied and the Debtors shall be entitled to demand return of the Confessions of Judgment to their attorneys or as otherwise directed in writing to Creditors' attorney.

2. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($647,500.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Settlement Agreement, the Debtors have executed a promissory note acknowledging the Settlement Sum as a debt owed to Creditors (the "Promissory Note");

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

b. Simultaneously with the execution of this Settlement Agreement and in order to secure the obligations under this Settlement and Release as acknowledged by the Promissory Note, the Debtors have executed mortgages (the "Mortgages") in favor of the Creditors on the following real property owned by one or more of the Debtors (for identification purposes hereof, the real properties are identified by address, brief legal description, and/or Charleston County TMS No.);

   i. 1050 Sea Eagle Watch, Charleston, South Carolina 29412, Charleston County TMS No.: 427-00-00-102
   ii. 3493 Plow Ground Road, Johns Island, South Carolina, Charleston County TMS No.: 277-00-00-036; and
   iii. Lot 8, Lighthouse Point, Lynne Ave, Charleston, South Carolina, Charleston County TMS No.: 452-06-00-068.

c. All payments required of Debtors hereunder shall be made to payable to "Richard Young and Jason Greene" and delivered, via wire transmittal, to the office of their counsel as follows: Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403 ("Creditors' Counsel"). The wire instructions for the depository account are attached hereto as Appendix "A" and shall be used by Debtors for remittance of any and all payments in reduction of the balance of the Settlement Sum owed unless and until Creditors' Counsel provides Debtors with written instructions to the contrary at the addresses listed in the preamble above;

d. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Debtors shall have five (5) calendar days following the Maturity Date within which to cure any delinquent payment hereunder (the "Cure Period"). No default under this Agreement shall occur until the Cure Period has lapsed without performance by Debtors of the payment obligations then due. However, Debtors hereby waive notice of any payment delinquency, payment default, or commencement or passing of any right to cure; and

e. Upon the occurrence of an uncured default by Debtors, Creditors shall, without prior notice, be entitled to record the Confessions of Judgment given by the Debtors and described herein in accordance with the terms set forth in said Confessions of Judgment without invalidating this Settlement and Release Agreement.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

f. Upon the satisfaction of the underlying Note and the full performance by Debtors of all obligations under this Settlement and Release, Creditors agree to execute and record satisfactions of mortgages on the above-referenced properties in the applicable county RMC office.

3. Creditors' Conditional Release of John Jr. In consideration of the mutual promises herein contained, and other good and valuable consideration stated above, Creditors, along with anyone claiming through them or on their behalf, collectively agree to, and hereby conditionally release and discharge John Jr., together with his heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding, provided the Settlement Sum is timely paid in full. Creditors, John Jr., and the co-Debtors expressly agree and acknowledge that any release or discharge hereunder shall only become effective and complete upon the full performance of the Debtors hereunder, and the failure of the Debtors to fully and timely perform hereunder shall immediately revive any and all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown which the Creditors could pursue against John Jr. at the time of the execution of this Settlement and Release. Nothing herein shall operate to prohibit Creditors from recording and enforcing the Confession of Judgment in the event Debtors fails to make the payments required hereunder.

4. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

5. Creditors Agreement to Cooperate. Creditors agree to reasonably cooperate with John Jr. in his attempts to recover the Loan from the actors responsible for the loss of the Loan. Reasonable cooperation shall include, but is not limited to: producing of all documents, communications, and other evidence concerning the transfer of the Loan from John Jr. or either Creditor to any third parties and an agreement to provide a statement of Creditors' knowledge

of the ultimate destination of the Loan to their attorney to be provided to the attorney for or agent of John Jr.

6. Matters Pertaining to Insolvency of John Jr. Should John Jr. file for insolvency or bankruptcy protection prior to the full and timely satisfaction of all of Debtors' obligations hereunder, the Parties expressly agree and acknowledge that Creditors shall and nothing herein shall limit Creditors' rights and ability to object to the discharge of any debt hereunder for John Jr.'s false pretenses and/or false representations in obtaining the Loan from Creditors, to include, but not be limited to, objections to discharge under 11 U.S.C. § 523.

7. Except as stated in Paragraphs 3 and 6 above, Creditors and Debtors each expressly waive and assume the risk of any and all claims for damages that exist as of this date or which may hereafter occur, but which Creditors and/or Debtors do not know or suspect to exist or might occur, whether through ignorance, error or otherwise, and which, if known, would affect their respective decisions to enter into this Settlement and Release.

8. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

9. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

10. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

11. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

12. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

13. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

14. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release; nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith.

15. The undersigned Parties agree that the Settlement Sum includes a sum of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) to reimburse Creditors for expenses they have collectively paid in the preparation of the documents enumerated and made a part of this Settlement and Release.

16. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

17. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document.

18. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

19. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

20. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP100351O

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

______________________ (L.S.)
Richard Young

STATE OF TN)
) ACKNOWLEDGMENT
COUNTY OF DAVIDSON)

I, SHIMA A. SALMAN, Notary Public for TN, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30th day of November, 2017.

____
Notary Public for DAVIDSON CTY

My Commission Expires:
07/19/19

SHIMA SALMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_____________________________ (L.S.)
Jason Greene

STATE OF Alabama)
)
COUNTY OF Lauderdale)

ACKNOWLEDGMENT

I, Terry J. Higdon, Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 4th day of ~~November,~~ December 2017.

____
Notary Public for Alabama

My Commission Expires:
MY COMMISSION EXPIRES 1/27/2020

TERRY J. HIGDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE

AGREED TO BY:

______________________________ (L.S.)
John W. Beasley, Jr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley, Jr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20th day of November, 2017.

Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:
BEASLEY CONSTRUCTION COMPANY, LLC,
A South Carolina limited liability company

_____________________ (L.S.)
By: John W. Beasley, Jr.
Its: Sole Member

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Beasley Construction Company, LLC, by John W. Beasley, Jr., its Sole Member, personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

RICHARD YOUNG and JASON GREENE **Plaintiff(s)**)

CIVIL ACTION COVERSHEET

2019-CP - 10- 2849

vs.

JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC **Defendant(s)**)

FILED 2019 MAY 30 AM 11:38 JULIE J. ARMSTRONG CLERK OF COURT BY

Submitted By: Justin John Price, Esq.
Address: 525 Folly Road, Suite 208, Charleston, SC 29412

SC Bar #: 77461
Telephone #: 843.822.4313
Fax #: 843.620.1022
Other: N/A
E-mail: justin.price@justinpricelaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (*Check all that apply*)

If Action is Judgment/Settlement do not complete

☐ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) ______

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case # 20___-NI-___-______
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) ______

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) ______

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) ______

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) ______

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) ______

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☒ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Incapacitated Adult Settlement (790)
- ☐ Other (799) ______

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) ______

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699) ______
- ☐ Sexual Predator (510)
- ☐ Permanent Restraining Order (680)
- ☐ Interpleader (690)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: ______ **Date:** May 30, 2019

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR.**
Failure to do so may affect your case or may result in sanctions.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE NINTH JUDICIAL CIRCUIT**
COUNTY OF CHARLESTON	)	**C/A NO.:2019-CP-10-2849**
	)	
RICHARD YOUNG and JASON GREENE,	)	
	)	
Plaintiffs/Creditors	)	**CONFESSION OF JUDGMENT OF JOHN W. BEASLEY, JR., JOHN W. BEASLEY a/k/a JOHN W. BEASLEY, SR., LILLIAN BEASLEY, and BEASLEY CONSTRUCTION COMPANY, LLC**
vs.	)	**(Covenant Not to Execute Absent Default)**
	)	
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	)	
	)	
Defendants/Debtors.	)	

FILED
2019 MAY 30 AM 11:26
JULIE J. ARMSTRONG
CLERK OF COURT
BY

PERSONALLY APPEARED before me John W. Beasley, Jr. ("John Jr."), John W. Beasley a/k/a John W. Beasley, Sr. ("John Sr."), Lillian Beasley ("Lillian"), and Beasley Construction Company, LLC, a South Carolina limited liability company (the "Company"), having been duly sworn, deposed and stated that:

1. We, John Jr., John Sr., and Lillian are over the age of twenty-one years, and we make this Confession of Judgment (this "Confession") of sound mind and body.

2. That the Company, by this representation and warranty of authority by the undersigned signatory, is duly authorized to make this Confession and the signatory is of sound mind and body.

3. Our addresses, as of the execution of this Confession, are as follows:

A. John Jr., 575 Lynne Ave, Charleston, South Carolina 29412;

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

B. John Sr., 1050 Sea Eagle Watch, Charleston, South Carolina 29412;

C. Lillian, 1050 Sea Eagle Watch, Charleston, South Carolina 29412; and

D. Company, c/o John Jr., Sole Member and Registered Agent, 789 Shipwreck Place, Inman, South Carolina 29349.

4. Of even date of the execution hereof, Richard Young ("Young"), Jason Greene ("Greene", Young and Greene collectively hereunder, the "Creditors"), John Jr., John Sr., Lillian, and the Company (John Jr., John Sr., Lillian and the Company collectively hereunder, the "Debtors") did execute a certain Settlement Agreement and Conditional Release of Claims (the "Settlement and Release"), whereby the parties agree to resolve certain possible claims provided certain amounts are timely repaid to Young and Greene, all as more particularly stated in said Settlement and Release.

5. As security for the performance of the Debtors under the Settlement and Release, Debtors have agreed, *inter alia*, to execute this Confession of Judgment in favor of the Creditors for the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00) (the "Debt").

6. The Debtors have agreed to be jointly and severally liable for the repayment of the Debt.

7. We are justly and truly indebted to Creditors for the principal Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees (the "Indebtedness"), which Indebtedness arises out of our joint and several obligations under the Settlement and Release.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

8. In the event of default of the terms of the Settlement and Release, we hereby consent to and authorize the entry into the public records of Charleston County, South Carolina this Judgment by Confession for the full sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees, and less any sums paid as of the filing hereof with the Clerk of Court for Charleston County, South Carolina.

9. This Judgment by Confession will not be placed on the public records of Charleston County, South Carolina unless we default in our obligations as set forth above and in the Settlement and Release, specifically that the Indebtedness shall be repaid in full on or before the "Maturity Date" but in no case beyond the "Cure Period", as such dates are stated in the Settlement and Release. Upon any default of the Settlement and Release or this Confession, the attorney for Creditors may record this Judgment by Confession by submitting an Affidavit to the Clerk of Court as to default, as to any principal balance paid, and as to the remaining balance to be entered in the Judgment Roll, including any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees. Any recorded Judgment may be transferred thereafter to any county or state in which we own property.

10. We hereby specifically acknowledge that once this Confession has been filed of record in Charleston County, South Carolina, it shall have the full force and effect of an Order of the Court of Common Pleas for the Ninth Judicial Circuit for Charleston County, South Carolina and thereafter may be exported to any jurisdiction within the State of South Carolina and/or any jurisdiction of these United States for purposes of collection of the Indebtedness.

11. Once recorded, the Judgment shall bear interest at the statutory rate for judgments in South Carolina.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

12. Upon compliance with the terms of the Settlement and Release, we shall be forever released and discharged from any liability to Creditors arising out of, or in any manner connected with, this Judgment by Confession or the Settlement and Release. Additionally, upon final payment by us in compliance with the Settlement and Release and this Confession, Creditors shall mark this Confession "satisfied and released" and forward the same to us at:

c/o John Jr., John Sr., and Lillian Beasley and Beasley Construction Company, LLC
1050 Sea Eagle Watch
Charleston, South Carolina 29412

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley, Jr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley a/k/a John W. Beasley, Sr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned, under oath, having verified that she has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets her hand before a Notary Public this 20TH day of November, 2017.

Lillian Beasley
Lillian Beasley

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2023

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned, under oath, having verified that it has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets its hand before a Notary Public this 20TH day of November, 2017.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

____
By: John W. Beasley, Jr.
Its: Sole Member

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
____________________(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

End of Confession.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT C

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	)	**SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS**
	)	
COUNTY OF CHARLESTON	)	

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________________________ (L.S.)
Richard Young

STATE OF Alabama)
)   ACKNOWLEDGMENT
COUNTY OF Baldwin)

I, Katty L Sikorski, Notary Public for Alabama, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

____
Notary Public for Alabama

My Commission Expires:
June 19 2024

KATY L. SIKORSKI
NOTARY
MY COMM. EXPIRES
JUNE 19, 2024
PUBLIC
ALABAMA STATE AT LARGE

AGREED TO BY:

_____________________ (L.S.)
Jason Greene

STATE OF Alabama)
COUNTY OF Lauderdale) ACKNOWLEDGMENT

I, Melody Thomas Franklin Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 2nd day of ~~November~~ December, 2020.

Melody Thomas Franklin
Notary Public for Alabama

My Commission Expires:
MELODY THOMAS FRANKLIN
My Commission Expires
September 18, 2022

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9.4.22

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kuntz, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9-4-22

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT D

ELECTRONICALLY FILED - 2023 Aug 08 8:39 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 May 08 12:39 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1002849

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE NINTH JUDICIAL CIRCUIT**
COUNTY OF CHARLESTON	)	**C/A NO.: 2019-CP-10-2849**
	)	
RICHARD YOUNG and JASON GREENE,	)	
	)	**RELEASE OF JUDGMENT LIEN AS TO A SPECIFIC PROPERTY, RELEASE OF JUDGMENT LIEN AS TO <u>CERTAIN</u> DEFENDANTS, AND <u>PARTIAL</u> SATISFACTION OF JUDGMENT**
Plaintiffs/Creditors	)	
	)	
vs.	)	
	)	
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	)	
	)	
Defendants/Debtors.	)	

For and in consideration of the payment of the total sum of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "<u>Release Fee</u>"), paid to Richard Young and Jason Greene, collectively the "<u>Plaintiffs</u>", by <u>only</u> Defendant John W. Beasley, Sr. ("<u>Defendant Beasley Sr.</u>") and Defendant Lillian Beasley ("<u>Defendant Lillian</u>", Defendant Beasley Sr. and Defendant Lillian being collectively referred to herein as the "<u>Released Defendants</u>"), towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by the Released Defendants is hereby released from the lien of said judgment, such parcel of property being described on the attached Description of Property.

Moreover, said Defendant John W. Beasley, Sr. and Defendant Lillian Beasley, the Released Defendants, are hereby personally released from judgment in this matter.

Moreover, the judgment entered in the above-referenced matter is hereby partially satisfied and reduced by the payment of said $50,000.00 Release Fee, said funds being received by Plaintiffs on December 11, 2020.

The remaining balance of said judgment lien, plus accruing post-judgment interest and costs, shall continue on record against Defendant John W. Beasley, Jr. and Defendant Beasley Construction Company, LLC, collectively, the "Remaining Defendants", and any, and all, other property of said Remaining Defendants. Nothing in this document shall affect or limit the rights of the Plaintiffs in their collective or individual pursuit of collecting the remaining balance of said judgment from any other property, real or personal, presently owned or acquired hereafter from the Remaining Defendants.

Executed this 17th day of March, 2021.

s/ Justin John Price, Esq.
Justin John Price, Esq.
S.C Bar No.: 77461
Price Law LLC
525 Folly Road, Suite 208
Charleston, South Carolina 29412
843.822.4313 (office)
843.620.1022 (fax)
justin.price@justinpricelaw.com

March 17, 2021
Charleston, South Carolina

<u>DESCRIPTION OF PROPERTY</u>

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102

ELECTRONICALLY FILED - 2023 Aug 14 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
Richard Young and Jason Greene, Plaintiffs, vs. John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service. Defendants.	Case No. 2022-CP-10-03510 NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT BY JOHN W. BEASLEY A/K/A JOHN W. BEASLEY SR. AND LILLIAN BEASLEY IN THEIR INDIVIDUAL CAPACITIES AND AS TRUSTEES OR AS SUCCESSORS IN TRUST UNDER THE BEASLEY LIVING TRUST DATED AUGUST 14, 2018.

TO: IAN D. MCVEY, ESQUIRE AND JOEY R. FLOYD, ESQUIRE
ATTORNEYS FOR PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that within ten (10) days of the date hereof, or as soon thereafter as this matter may be heard, John W. Beasley a/k/a John W. Beasley Sr. and Lillian Beasley, in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 (the "Beasleys") by and through their undersigned counsel, will move before this Court for an Order pursuant to Rule 56, SCRCP, granting Summary Judgment in favor of the Beasleys and against Richard Young ("Young") and Jason Greene ("Greene").

This motion is based upon Rule 56, South Carolina Rules of Civil Procedure, as there are no genuine issues of material fact and the Beasleys are entitled to judgment as a matter of law. This Motion is further based on upon:

> Confession of Judgment of John W. Beasley, Jr., John W. Beasley a/k/a John W. Beasley, Sr., and Lillian Beasley, and Beasley Construction Company, LLC filed with the Clerk of Court for Charleston County on May 30, 2019;
>
> Settlement Agreement and Conditional Release of Claims, entered into by and between Richard Young and Jason Greene, as Creditors and John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, as Debtors, in late 2020;
>
> Release of Judgment Lien as to a Specific Property, Release of Judgment lien as to Certain Defendants, and Partial Satisfaction of Judgment (emphasis in original).

This Motion may also be supported by other matters that are, or may, at the time of hearing, be of record, as well as any memorandum and argument of counsel.

PLEASE BE PRESENT IF SO MINDED.

Respectfully submitted August 14, 2023

[SIGNAUTRE BLOCK ON NEXT PAGE]

ELECTRONICALLY FILED - 2023 Aug 14 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Maynard Nexsen, PC

/s/ Cheryl D. Shoun
Cheryl D. Shoun
SC Bar No. 5092
Maynard Nexsen PC
205 King Street, Suite 400
Charleston, SC 29401
(843) 720-1752
cshoun@maynardnexsen.com

/s/ Rhett D. Ricard
Rhett D. Ricard
SC Bar No. 102353
205 King Street
Suite 400
Charleston, SC 29401
(843) 720-1707
rricard@maynardnexsen.com

/s/ Markley Dennis Jr.
Markley Dennis Jr.
SC Bar No. 1639
205 King Street
Suite 400
Charleston, SC 29401
(843) 720-1707
mdennis@maynardnexsen.com

Johnston Law Firm, LLC

/s/ John C. Johnston
John C. Johnston
SC Bar No. 100140
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
(843) 535-9560
John@JohnstonLawSC.com

ELECTRONICALLY FILED - 2023 Aug 14 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

/s/ Victoria W. Kurtz
Victoria W. Kurtz
SC Bar No. 103303
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
(843) 535-9560
victoria@johnstonlawsc.com

Attorneys for the Defendants John W. Beasley a/k/a John W. Beasley Sr. and Lillian Beasley

ELECTRONICALLY FILED - 2023 Aug 14 4:58 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Case No. 2022-CP-10-3510

Richard Young and Jason Greene,

Plaintiffs,

vs.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 and any amendments thereto, Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation Property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

BEASLEY DEFENDANTS' MOTION TO RECONSIDER

INTRODUCTION

This Court's Order of August 23, 2023, commits an error that must be reconsidered and corrected in order to avoid manifest injustice. In the Order Granting Plaintiffs' Motion for Summary Judgment ("**Order**"), entered on August 23, 2023, the Court stated "[t]here is no reference anywhere in the Second Settlement Agreement as to the Note and Mortgage which were included in the [F]irst Settlement Agreement." (Exhibit A, Court Order, p. 4.) As set forth more fully herein, this finding appears to have been induced by counsel for Plaintiffs at the hearing on their Motion on August 8, 2023. Nevertheless, this finding of fact constitutes an error, because the Second Settlement Agreement ***does*** reference and implicate the Note and the Mortgage, which are more fully defined and analyzed herein. Therefore, under Rule 59(e) of the South Carolina Rules of Civil Procedure, the Order fails to fully consider and/or misunderstands key provisions within the Second Settlement Agreement and this error must be corrected. Once corrected, the proper and

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

resulting finding of fact will be the Second Settlement Agreement does reference and implicate the Note and Mortgage, which will not only warrant, but will necessitate rescission of the Order and denial of Plaintiffs' Motion for Summary Judgment.

Based on the foregoing, John W. Beasley a/k/a John W. Beasley Sr. and Lillian Beasley, in their individual capacities and as Trustees or as successors in trust under the Beasley Living Trust dated August 14, 2018 (the "**Beasley Defendants**"), by and through their undersigned counsel, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, hereby submit this Motion for Reconsideration of the Court's Order.

FACTUAL AND PROCEDURAL BACKGROUND

A. First Settlement Agreement

On November 20, 2017, the Beasley's executed a Settlement Agreement and Conditional Release of Claims (the "**First Settlement Agreement**") wherein the Beasley Defendants and other debtors not named in this lawsuit, acknowledged a debt to Plaintiffs in the amount of Six Hundred Forty-Seven Thousand Five Hundred and No/100 Dollars ($647,500.00) (the "**Debt**"). A copy of the Settlement Agreement is attached hereto as **Exhibit B**. The debtors other than the Beasley Defendants that were named in this First Settlement Agreement are John W. Beasley, Jr. and the Beasley Construction Company, LLC.

B. The Note, Mortgage, and Confession of Judgment

Simultaneous with the First Settlement Agreement, the Beasley Defendants delivered an executed Promissory Note (the "**Note**"), and a Mortgage (the "**Mortgage**") securing said Note, for the property known as 1050 Sea Eagle Watch, Charleston, SC 29412 (the "**Property**"), as well as a Confession of Judgment (the "**Confession of Judgment**"), as security for Plaintiffs' recovery on the Debt. At the time of the recording of the Mortgage, on December 8, 2017, the Mortgage was junior to other liens, including, without limitation, a mortgage executed and delivered by the Beasley Defendants, upon the Property, in favor of First-Citizens Bank & Trust Company ("**First-Citizens**").[1]

On May 30, 2019, upon default on the Note, Plaintiffs filed the Confession of Judgment with the Clerk of Court for Charleston County, South Carolina and obtained a judgment against the Beasley Defendants. A copy of the Confession of Judgment is attached hereto as **Exhibit C**. On September 10, 2019, First-Citizens filed an action seeking to foreclose the mortgage upon the Property, previously executed in its favor by the Beasley Defendants. This action, filed with the Clerk of Court for Charleston County as Civil Action No. 2019-CP-10-4676, was amended on September 19, 2019. Both the original and the amended foreclosure action in favor of First-Citizens includes Plaintiffs herein as Defendants, pursuant to the Confession of Judgment. The foreclosure action initiated by First-Citizens was referred to the Honorable Mikell R. Scarborough, Master-in-Equity for Charleston County by Order entered November 15, 2019. First-Citizens' foreclosure action was resolved pursuant to Master-in-Equity's Order and Judgment of Foreclosure and Sale entered on March 16, 2020.

C. The Second Settlement Agreement

Following the recordation of the Confession of Judgment, as well as the disposition of the mortgage foreclosure initiated on behalf of First-Citizens, Plaintiffs, upon information and belief, anticipated foreclosure to occur, leading them to believe they would be left without any collateral securing the Debt. Both Plaintiffs and the Beasley Defendants sought to resolve the Debt as to only the Beasley Defendants and as to the Property, to the extent the Debt was not already resolved,

[1] The Note and Mortgage are individual forms of security for the Debt agreed upon in the First Settlement Agreement. The Debt is not the Note or the Mortgage, the Debt is the borrowed money, and the former are the available avenues to recover the Debt upon default.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

upon extinguishment of the lien created by the Confession of Judgment and addressed in the foreclosure action on behalf of First-Citizens.[2] Accordingly, on November 30, 2020, Plaintiffs and the Beasleys agreed to the terms of a Settlement Agreement and Conditional Release of Claims (the "**Second Settlement Agreement**"). A copy of the Second Settlement Agreement is attached hereto as **Exhibit D.**

D. The Second Settlement Agreement

Following the execution of the Second Settlement Agreement and pursuant to its terms, Plaintiffs received a sum of Fifty Thousand and No/100 Dollars ($50,000.00). Thereafter, on March 17, 2021, Plaintiffs filed the Release of Judgment Lien as to Specific Property, Release of Judgment Lien as to Certain Defendants, and Partial Satisfaction of Judgment (the "**Release**") with the Clerk of Court for Charleston County, South Carolina. A copy of the Release is attached hereto as **Exhibit E.** The Release provides, in pertinent part:

> For and in consideration of the payment of the total sum of Fifty Thousand and 00/100 Dollars ($50,000) (the "Release Fee"), paid to Richard Young and Jason Greene, collectively the "Plaintiffs", by only Defendant John W. Beasley, Sr. . . . and Defendant Lillian Beasley . . . towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by the [Beasley] Defendants is hereby released from the lien of said judgment, such parcel being described on the attached Description of Property. (emphasis in original)
>
> Moreover, [the Beasleys] are hereby personally released from judgment in this matter.
>
> . . . Nothing in this document shall affect or limit the rights of the Plaintiffs in their collective or individual pursuit of collecting

[2] Of note, the Order suggests the Second Settlement Agreement was a "part of that process" of the foreclosure action brought by First-Citizens. (Exhibit A, Court Order, p. 2.) However, the Second Settlement Agreement was not a part of the process in the sense it was a requirement of First-Citizens or the foreclosure action. Instead, Plaintiffs were prompted to take their own separate and distinct action in an attempt to protect their ability to collect on the Debt.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

> the remaining balance of said judgment from any ***other*** property, real or personal, presently owned or acquired hereafter from the Remaining Defendants. (emphasis added).

(Exhibit E, Release, pp. 1–2.)

E. Procedural Background

On May 5, 2023, Plaintiffs moved for summary judgment, attaching six exhibits. Plaintiffs did ***not*** attach the Note to their Motion. On August 4, 2023, Plaintiffs filed a Memorandum in Support of their Motion for Summary Judgment, again failing to attach the Note to their Memorandum. On August 8, 2023, the Beasley Defendants filed their Memorandum in Opposition to Plaintiffs' Motion for Summary Judgment. A hearing was conducted on August 8, 2023. During that hearing, counsel for Plaintiffs expressly stated as follows:

> And ***nowhere in this agreement***, all right -- again, the 2020 agreement [i.e. the Second Settlement Agreement] ***doesn't reference the note and the mortgage***. It doesn't say anything we're doing with the note and the mortgage. All it says is we're going to release you from this judgement. We're going to release your property from this judgement, and we're going to lessen the amount of the debt owed by the amounts paid. But it doesn't say I'm satisfying the debt. It doesn't say I'm satisfying the mortgage. It just says I'm releasing you from it.

(Exhibit F, Hearing Transcript, p. 61, ll. 6–16 (emphasis added).) Following the hearing, the Court issued its Order on August 23, 2023, finding "[t]here is no reference anywhere in the Second Settlement Agreement as to the Note and Mortgage which were included in the [F]irst Settlement Agreement." (Exhibit A, Court Order, p. 4.)

LEGAL STANDARD

A. Reconsideration Standard

Rule 59(e) of the South Carolina Rules of Civil Procedure governs motions for reconsideration. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004) (noting

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

"it is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court 'alter or amend the judgment,' but also as a vehicle to seek 'reconsideration' of issues and arguments," and that a "motion under Rule 59(e) long has been viewed as 'motion for reconsideration' despite the absence of those words from the rule").

The South Carolina Supreme Court has recognized "two basic situations in which a party should consider filing a Rule 59(e)[, SCRCP,] motion." *Id.* at 24, 602 S.E.2d at 780. Under the rule, "[a] party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Id.* But, "[a] party ***must*** file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." *Id.* (emphasis added). The Supreme Court of South Carolina has also recognized that "[t]here is nothing inherently unfair in allowing a party one final chance not only to call the court's attention to a possible misapprehension of an earlier argument, but also to revisit a previously raised argument." *Id.* at 22, 602 S.E.2d at 779. Rather, "[i]t is ***inherently unfair*** to disallow such an opportunity." *Id.* (emphasis added).

B. Summary Judgment Standard

Summary judgment should be granted when the evidence of record indicates "that there is no genuine issue as to any material fact ***and*** that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party." *Koester v. Carolina Rental Ctr., Inc.*, 313 S.C. 490, 493, 443, S.E.2d 392, 394 (1994). Where the non-moving party fails to make a showing sufficient to establish an essential element of their case, the trial court should issue summary

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

judgment. To defeat a motion for summary judgment, it is not sufficient that the non-moving party create an inference which is not reasonable or an issue of fact that is not genuine *Shuler v. Tuomey Reg'l Med. Ctr. Inc.*, 313 S.C. 225, 227, 437 S.E.2d 128, 130 (Ct. App. 1993). "In order to resist a motion for summary judgment, the non-moving party must come forward with specific facts showing genuine issues necessitating trial." *NationsBank v. Scott Farm*, 320 S.C. 299, 303, 565 S.E.2d 98, 100. (Ct. App. 1995).

ARGUMENT

I. The Order fails to consider two key provisions within the Second Settlement Agreement that expressly reference the Note and the Mortgage, which constitutes an error.

The Beasley Defendants respectfully submit there are two key provisions within the Second Settlement Agreement that appear to have been overlooked by this Court. To be sure, counsel for Plaintiffs induced this mistake. During the August 8, 2023 hearing, counsel for Plaintiffs stated "***nowhere in this agreement,*** all right -- again, the 2020 agreement [i.e. the Second Settlement Agreement] ***doesn't reference the note and the mortgage.*** It doesn't say anything we're doing with the note and the mortgage." (Exhibit F, Hearing Transcript, p. 61, ll. 6–9 (emphasis added).) Counsel for Plaintiffs' representation is wrong at best and, at worst, is a deliberate attempt to obfuscate and confuse this Court into ruling in their favor.

A further analysis and reconsideration of the two key provisions within the Second Settlement Agreement will resolve this misunderstanding.

1. Reference to the Note

The Second Settlement Agreement expressly references the Note in the fifth "WHEREAS" clause, found at the bottom of Page 1 of Exhibit D. This clause states:

> WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

> ($640,000.00) from [Plaintiffs], which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest, totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (***the "Loan"***) . . .

(Exhibit D, Second Settlement Agreement, p. 1 (emphasis added).) **It is undisputed the Loan referenced in this provision is a reference to the Note.**[3] After all, a loan and a note are essentially interchangeable words for a debt owed from a debtor to a creditor that is formalized in writing. Further, a review of the Note, which is attached as Exhibit B to Plaintiffs' Amended Complaint and attached hereto as **Exhibit G**, demonstrates it is titled as a Promissory Note, but contains the ***same amount*** of debt outlined in the fifth "WHEREAS" clause of the Second Settlement Agreement.

Lastly, the following "WHEREAS" clause of the Second Settlement Agreement, the first one found at the top of Page 2, expressly states that the Beasley Defendants joined as debtors under the Note (i.e. the Loan), by stating "John Sr. and Lillian agreed to join John Beasley Jr. . . . as co-Debtors for the repayment of the Loan . . . ." (Exhibit D, Second Settlement Agreement, p. 2.) And, point in fact, the Note bears the initials and signatures of the Beasley Defendants and their agreement to become co-Debtors. (Exhibit G, Note, pp. 1–4.) To be sure, if you searched for the word "note" in the Second Settlement Agreement, that word is not found. However, based on the foregoing, there can be no dispute that the use of the word Loan, alongside the other facts detailed in the aforementioned clause, is a direct and express reference to the Note, contrary to the allegations made by Plaintiffs' counsel.

---

[3] To the extent Plaintiffs dispute whether the Loan referenced is the Note at issue in this case, a genuine issue of material fact arises sufficient to defeat the grant of summary judgment.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

2. *Reference to the Mortgage*

In the same "WHEREAS" clause discussed immediately above, i.e. the first "WHEREAS" clause found at the top of Page 2 of the Second Settlement Agreement, the Mortgage is expressly referenced. The clause reads in full:

> WHEREAS, John Sr. and Lillian [i.e. the Beasley Defendants] agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan ***as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof***...

(Exhibit D, Second Settlement Agreement, p. 2 (emphasis added).) **It is undisputed the collateral and the security interest referenced in this provision is a reference to the Property that was subject to the Mortgage.**[4] After all, a mortgage represents a loan secured by real property as the collateral. There is no other collateral at issue in this case. It can only be a reference to the Property that was subject to the Mortgage. Again, a perfunctory search for the word "mortgage" in the Second Settlement Agreement will be unavailing in determining whether the Second Settlement Agreement actually references the Mortgage. But the proper interpretation of the Second Settlement Agreement requires more than a simple search for this word. When reviewing this clause, there can be no dispute it directly references the Mortgage, contrary to the allegations made by Plaintiffs' counsel.

II. Because the Second Settlement Agreement expressly references *and* implicates both the Note and the Mortgage, the Beasley Defendants are thereby released from that Note and Mortgage.

1. *The Full Release*

As demonstrated above, the Second Settlement Agreement directly references the Note and

[4] As before, to the extent Plaintiffs dispute whether the collateral referenced is the Property that was subject to the Mortgage, a genuine issue of material fact arises sufficient to defeat the grant of summary judgment.

the Mortgage. But the Second Settlement Agreement goes further: it also implicates the Note and Mortgage, such that they are subject to the release. Following the recitals discussed above, which reference the Note and the Mortgage, the Second Settlement Agreement sets forth the terms of the release:

> NOW, THEREFORE, in consideration of the payments and promises recited herein, [Plaintiffs] ***fully release and forego***[5] ***all legal, equitable, and statutory remedies and processes available to them*** so long as the [Beasley Defendants] fully perform all obligations hereunder,[6] and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged . . .
>
> 4. . . . It is understood and agreed that this Settlement and Release represents the compromise by [Plaintiffs] and [the Beasley Defendants] ***to resolve a variety of doubtful and disputed claims and counterclaims***, and that the amounts paid and received hereunder are made solely for ***the purposes of ending their disagreements*** and ***to buy, sell, and exchange their individual and respective peace of mind*** and ***to avoid the significant costs of protracted litigation***.
>
> 5. This Settlement and Release constitutes the ***entire agreement and understanding*** between [Plaintiffs] and [the Beasley Defendants], and ***it supersedes all prior understandings or agreements***, written or oral, ***on the subjects contained herein***, and the terms of this Settlement and Release are contractual and not mere recitals. . . .

(Exhibit D, Second Settlement Agreement, p. 2 (emphasis added).) The first paragraph above constitutes a full release. The only question is whether the Note and Mortgage are implicated

[5] Of note, the First Settlement Agreement, rather than using the phrase "fully release and forego," uses the phrase "conditional agreement to forego." (Exhibit B, First Settlement Agreement, p. 2.) Thus, in comparison, the Second Settlement Agreement language not only is stronger, but evidences the all-encompassing and unconditional nature of the release afforded by the Second Settlement Agreement.

[6] The Order mentions this first portion of the "THEREFORE" clause, but fails to address the meaning and importance of this clause. (Exhibit A, Court Order, pp. 2–3.) This failure further highlights the need for the Court to reconsider and fully address all arguments and issues presented on summary judgment.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

within this full release. And of course they are implicated and subject to the full release. Paragraph 4 above demonstrates the numerous ***disagreements*** (plural) between the parties and implies the various vehicles by which Plaintiffs could seek satisfaction of the Debt, i.e. via the Note, the Mortgage, and/or the Confession of Judgment. Further, the intent of the full release was to provide for all parties' peace of mind, which begs the question: if only the Confession of Judgment were being resolved, how would any of the parties have peace of mind as to the Debt, when, according to Plaintiffs now, the Note and the Mortgage were still unsatisfied? Likewise, the intent of the full release was to avoid the significant costs of protracted litigation, which begs a similar question: if only the Confession of Judgment were being resolved, which clearly does ***not*** require protracted litigation, what protracted litigation was being avoided if not the prospective litigation related to the Note and the Mortgage? Plaintiffs cannot address these questions, because they present counterfactuals and lead to an absurd result. South Carolina case law is clear:

> Language used in a contract ***must*** be interpreted in its natural and ordinary sense. A contract should receive sensible and reasonable construction and ***not*** such construction as will lead to absurd consequences or unjust results. Where one construction makes the provision unusual or extraordinary and another construction which is equally consistent with the language employed would make it reasonable, fair and just, the latter construction must prevail.

Holden v. Alice Mfg., Inc., 317 S.C. 215, 221, 452 S.E.2d 628, 631 (Ct. App. 1994) (emphasis added) (internal citations omitted); *see also FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 284–85 (7th Cir. 2002) ("Nonsensical interpretations of contracts . . . are disfavored. Not because of a judicial aversion to nonsense as such, but because people are unlikely to make contracts . . . that they believe will have absurd consequences."). The only way to avoid the absurd result of Plaintiffs' theory is to accept the actual intent of the parties at the execution of the Second Settlement Agreement, which is clear from the plain text.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Perhaps more importantly, and again, using the plain text of the Second Settlement Agreement, Paragraph 5 expressly provides for what prior promises and instruments are implicated in the full release. In its Order, the Court correctly identified the phrase "the subjects contained herein" as being important. (Exhibit A, Court Order, p. 4.) But the Court failed to consider the aforementioned clauses that referenced the Note and the Mortgage as being subjects contained within the release language. Because the Note and Mortgage are referenced earlier in the Second Settlement Agreement, Paragraph 5 expressly makes them subject to the full release. In case there is any lingering doubt about the plain text, Paragraph 5 also states the full release supersedes ***all*** prior ***understandings*** or ***agreements*** (again, plural), demonstrating it was not only the Confession of Judgment being resolved, but the understandings and agreements related to the Note, Mortgage, the First Settlement Agreement that likewise referenced and implicated the Note and the Mortgage as well. Based on the foregoing, the Second Settlement Agreement not only references, but expressly subjects the Note and the Mortgage to the full release, thereby requiring the denial of summary judgment in Plaintiffs' favor.

2. Paragraph 16 and the Release

The Order cites to Paragraph 16 of the Second Settlement Agreement. (Exhibit A, Court Order, p. 4.) In so doing, the Court acknowledges, ironically, the "the terms of the first agreement [i.e. the First Settlement Agreement] . . . included the [N]ote and [M]ortgage." (Exhibit A, Court Order, p. 4.) This acknowledgment is ironic, because it concedes the case for the Beasley Defendants rather than the Plaintiffs. The two key "WHEREAS" clauses in the Second Settlement Agreement are essentially verbatim with the two nearly mirror-image "WHEREAS" clauses in the First Settlement Agreement. (*Compare* Exhibit D, Second Settlement Agreement, pp. 1–2 *with* Exhibit B, First Settlement Agreement, p. 2.) And a further analysis of the First Settlement

Agreement demonstrates the Loan and the collateral referenced therein means the Note and the Property subject to the Mortgage. (Exhibit B, First Settlement Agreement, pp. 2–3.) Again, Paragraph 16 only supports the Beasley Defendants' position. For ease of reference, Paragraph 16 holds as follows:

> 16. Except for the release of Debtors herein [i.e. the Beasley Defendants], this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

(Exhibit D, Second Settlement Agreement, p. 5.) To be clear, the First Settlement Agreement contained parties other than the Beasley Defendants, so it makes sense the Second Settlement Agreement would ensure the first one remained in effect as to the other parties. But critically, the Second Settlement Agreement releases the Beasley Defendants altogether.

The Court also suggests the only satisfaction here was a partial one, implying the Beasley Defendants are still on the hook for satisfaction of the Note and the Mortgage. (Exhibit A, Court Order, p. 5.) Respectfully, however, the Court misunderstands the meaning of the partial nature of the Release. The Release, pursuant to the Second Settlement Agreement, fully released the Beasley Defendants, but the First Settlement Agreement remained in full force and effect as to the other parties. Therefore, the satisfaction was fully performed as to the Beasley Defendants, but was only partial as to all parties originally subjected.

III. Case law favors the Beasley Defendants.

The Order cites as authority the case of *Lever v. Lighting Galleries, Inc.*, 374 S.C. 30, 647 S.E.2d 214 (2007). (Exhibit A, Court Order, p. 5.) In *Lever*, the Court found a creditor may pursue two remedies for one debt. However, the Court also stated "a creditor shall not have two satisfactions for the same debt." *Id.* at 35, 647 S.E.2d at 217. The ensuing principle is that if one remedy results in a satisfaction, it acts as a bar to any other remedy. *Id.* at 36, 647 S.E.2d at 218.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

This principled finding resonates with the prohibition against multiple recoveries for the same injury. *See, e.g., Riddle v. City of Greenville*, 251 S.C. 473, 478, 163 S.E.2d 462, 464 (1968) ("It is elementary law that one cannot actually recover twice for the same damage.").

By obtaining multiple forms of security for one debt, Plaintiffs did not obtain duplicative rights of satisfaction, but rather multiple avenues to achieve satisfaction. In other words, to better secure their ability to collect the debt, Plaintiffs secured not only a Note and a Mortgage, but a Confession of Judgment as well. Plaintiffs had the option to pursue both an action at law on the Note and a foreclosure on the Mortgage to satisfy the Debt. However, Plaintiffs acknowledged such courses of action would have led to "protracted litigation." (Exhibit D, Second Settlement Agreement, p. 3.) Further, it is extremely likely Plaintiffs chose not to pursue an earlier foreclosure of their Mortgage, as it was and remained junior to other liens on the Property, including, without limitation, that of First-Citizens. In order to avoid that protracted litigation, Plaintiffs chose to file the Confession of Judgment instead, thereby converting the security of the Mortgage into a judgment lien. And in a further attempt to avoid protracted litigation related to the Note and the Mortgage, Plaintiffs bargained with the Beasley Defendants to resolve all three vehicles to satisfy the Debt by subjecting all three to the Second Settlement Agreement. The Beasley Defendants performed their end of the bargain pursuant to the Second Settlement Agreement, and Plaintiffs' acknowledgement of that performance is clearly and unambiguously set forth in the Release, which releases the Beasley Defendants from any further debt and specifically releases the Property. Accordingly, Plaintiffs have received full accord and satisfaction, are barred from pursuing this foreclosure, and cannot receive a second recovery for the Debt. *See Parker v. Abdullah*, No. 2012-UP-107, 2012 WL 10830205, at *1 (S.C. Ct. App. Feb. 22, 2012) ("The elements of an accord and satisfaction are (1) an agreement between the parties to settle a dispute and (2) the payment of the

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

consideration which supports the agreement. . . . The debtor must intend and make unmistakably clear that the payment tendered fully satisfies the creditor's demand. Without an agreement to discharge the obligation there can be no accord, and without an accord there can be no satisfaction.") (quoting *Linda Mc Co. v. Shore*, 390 S.C. 543, 555–56, 703 S.E.2d 499, 505 (2010)).

In the words of *Nichols v. Briggs*, cited by the Court in its Order, the Beasley Defendants did indeed submit the full and "actual payment of the debt or an express release," which "operate[s] as a discharge of the [M]ortgage." 18 S.C. 473, 484 (1883) (holding "nothing short of an actual payment of the debt or an express release, will operate as a discharge of the mortgage"). Thus, the Beasley Defendants' portion of the Debt is satisfied. Once the factual error committed by this Court is corrected, it is plain to see how all the case law contained within the Order actually favors the Beasley Defendants instead, because a party cannot receive a second satisfaction on the same debt.

IV. In the alternative, should any ambiguity exist, Plaintiffs have forfeited all claims whatsoever regarding the Beasley Defendants.

Based on the foregoing, the Beasley Defendants respectfully submit there is no question the Note and the Mortgage are both referenced and implicated in the full release of the Second Settlement Agreement. The Court held the "issue before the Court is whether or not the Plaintiffs retained their right to foreclose on the note and mortgage liens after receipt of the partial satisfaction and release of the judgment lien. As a matter of law each of these liens (note, mortgage, and judgment) provide distinct remedies for pursuit of one debt, and as that debt has not been satisfied, I conclude that the Plaintiff's [*sic*] Motion for Summary Judgment should be **GRANTED**." (Exhibit A, Court Order, p. 6.) Respectfully, this is another error of law; to the extent the Court finds the Plaintiffs' right to foreclose an issue, or that the Second Settlement Agreement and its intentions are unclear, both Plaintiffs and the Beasley Defendants plainly agreed

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

the mutual intent of their agreement was to extinguish any claim or demand whatsoever against the Beasley Defendants and the Property. Paragraph 9 of the Second Settlement Agreement states:

> 9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention ***that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.***

(Exhibit D, Second Settlement Agreement, p. 4 (emphasis added).) To the extent there is a genuine issue of material fact as to the interpretation of the Second Settlement Agreement or whether Plaintiffs retain any claim to foreclosure, the claims and demands asserted by Plaintiffs in this action have clearly been forfeited based on Paragraph 9.

CONCLUSION

As the Court noted at the August 8, 2023 hearing, there are many terms here that must be carefully considered in order "to comprehend what was going on here." (Exhibit F, Hearing Transcript, p. 41, ll. 1–3.) Indeed, it is enough to make one's head swim. (Exhibit F, Hearing Transcript, p. 41, ll. 3–4.) We respectfully submit the Court overlooked two key provisions within the Second Settlement Agreement. However, it is not too late for this Court to reexamine those provisions in light of the arguments above, to reconsider and revise its initial Order, and to prevent a manifest injustice from occurring. Both the facts and the law favor the Beasley Defendants. Based on the foregoing, the Court should reconsider summary judgment in favor of Plaintiffs, because they are not entitled to judgment as a matter of law.

Respectfully submitted on September 1, 2023.

/s/ Cheryl D. Shoun
Cheryl D. Shoun, SC Bar No. 5092
MAYNARD NEXSEN PC
205 King Street, Suite 400
Charleston, SC 29401
(843) 720-1752
cshoun@maynardnexsen.com

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT A – COURT ORDER

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2022-CP-10-03510

Richard Young and Jason Greene,
Plaintiffs,

Vs.

John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley in their individual Capacities and as Trustees or as Successors in trust under the Beasley Living Trust dated August 14, 2018 and Any amendments thereto Bob Hollow Investments, LLC, Anna Pruitt, Seaside Plantation property Owners Association, Inc., South Carolina Department of Revenue, and the United States of America by and through its agency the Internal Revenue Service.

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
Rule 56(c), SCRCP

Plaintiff's Motion for Summary Judgment came before me on August 8, 2023 along with several other motions which have been addressed in separate orders issued by this Court. Present at the hearing for the Plaintiff were Ian McVey and Joey Floyd. Present for the Defendants John W. Beasley, Sr. and Lillian Beasley (hereinafter the Beasley Sr. Defendants) was Cheryl Shoun, R. Markley Dennis, and John Johnston.

The Court, on the record with counsel, detailed numerous terms applicable here to clarify the relief sought and defenses thereto. Those terms are: "debt/indebtedness," "judgment," "lien," "mortgage," "note," "release," "satisfaction (both partial and complete)," and "settlement agreement."

In the first "Settlement Agreement and Conditional Release" entered into between these parties on November 20, 2017, the Defendants Beasley, Sr. executed a Promissory Note in the amount of Six Hundred Forty-Seven Thousand Five Hundred and No/100 Dollars ($647,500.00). *Plaintiff's Exhibit G, Tab 1, para. 2a*. This Note acknowledged the debt which was also secured by a mortgage on property owned by the Defendants Beasley Sr.'s. *Exhibit G, Tab 1, para. 2b*. In addition, these same Defendants also executed a confession of judgment on the indebtedness which was subsequently filed of record on May 30, 2019. *Exhibit G, Tab 1, para. 1*.

Thereafter, First Citizens Bank, a senior creditor to the Plaintiffs herein, filed Civil Action No.: 2019-CP-10-4676 to foreclose on its superior mortgage lien. An Order of Foreclosure was entered on March 16, 2020 and the property was scheduled for foreclosure sale; however, prior to the sale, an agreement was reached with First Citizens Bank which avoided the foreclosure sale.

As part of that process, the parties herein entered into a second "Settlement Agreement and Conditional Release" on November 30, 2020. In the second agreement, Plaintiffs agreed to "Release of Judgment Lien as to a Specific Property, Release of the Judgment Lien as to <u>Certain</u> (the Beasley Sr.) Defendants, and <u>Partial</u> Satisfaction of the Judgment." The Release and partial satisfaction were recorded on March 17, 2021. The Second settlement agreement clearly released the Beasley Sr. Defendants and the subject property from the judgment lien.

Defendants argue that the language of the second settlement agreement renders the debt satisfied and, therefore, there is no note and mortgage with which to prosecute this action. Consequently, the Beasley Sr. Defendants allege a counterclaim for abuse of process by the Plaintiffs' pursuit of collection on the Note and foreclosure of the mortgage. In particular, the Defendants point to language in the THEREFORE clause, following the WHEREAS clauses of the first two pages of the agreement, which states "the Creditors fully release and forego all legal,

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder." The Agreement details the payment of "The Settlement Sum" of $50,000.00 in return for the "Release of Judgment." *Exhibit G, Tab 2, para 1& 2.*

Both parties agree the sum of $75,000 was paid via the two settlement agreements and that the language of the written agreements control. They also agree the documents are unambiguous and present no genuine issue of material fact. The parties disagree over what was released by the Settlement Agreements and whether or not the debt has been satisfied.

SUMMARY JUDGMENT STANDARD

Rule 56 (c) of the South Carolina Rules of Court provides: "The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." This rule has been in effect since 1985 and has been reaffirmed by the Supreme Court in *The Kitchen Planners, LLC v. Friedman*, Opinion No. 28173 issued on August 23, 2023. "We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule." The court went on to restate, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." The court went on to overrule the *Hancock* decision. 381 SC 326, 673 SE 2d 801 (2009.)

"When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." *Bluestein v. Sullivan's Island*, 429 S.C. 458, 839 S.E. 2d 879 (2020). "Nevertheless, when the evidence is

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

susceptible of only one reasonable interpretation, summary judgment may be granted." *Brooks v. Northwood,* 327 S.C. 400, 489 S.E. 2d 647 (Ct. App. 1997).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This Court has thoroughly reviewed the record in this case and, in particular, the language of both settlement agreements. The 2017 settlement agreement provided for multiple methods by which Plaintiffs could seek to collect on their debt– whether by confession of Judgment, suit on the Note and foreclosure of the mortgage given to secure the Note. The 2020 settlement agreement only addressed the language of the Judgment lien, recorded on May 30, 2019 in 2019-CP-10-2849, following default of the terms of the 2017 agreement.

The Court finds Paragraph 5 of the second Settlement Agreement significant in that it "constitutes the entire agreement ... supersedes all prior understandings or agreements ... <u>on the subjects contained herein</u>." Ex. G, Tab 2. (emphasis added). There is no reference anywhere in the Second Settlement Agreement as to the Note and Mortgage which were included in the first Settlement Agreement. Paragraph 16 is also significant as it provides, "Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record." Ex. G, Tab 2, para. 16 (p. 5 of 9). Accordingly, absent any discussion of the note and mortgage, those subjects were not included in the second agreement. In addition, paragraph 16 makes it clear that the terms of the first agreement, which included the note and mortgage, remained in effect.

The Court finds that the confession of judgment was partially satisfied and released as a judgment lien from both the property (*in rem*) and as a judgment lien against the Beasleys Sr. (*in personam*). The Court concludes as a matter of law, however, that the debt secured by the note and

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

mortgage was never satisfied nor extinguished as a lien. Instead, the debt was reduced by the Seventy-Five Thousand and No/100 Dollar ($75,000.00) payments, but the Note was never satisfied and, therefore, the mortgage has not been satisfied and cancelled of record.

The Court cites as authority the case of *Lever v. Lighting Galleries, Inc.*, 374 S.C. 30 (2007) and notes several cases cited therein for additional authority for the Court's ruling. In *Nichols v. Briggs,* 18 S.C. 473 (1883), the court stated, "nothing short of an actual payment of the debt or an express release, will operate as a discharge of the mortgage." (The mortgage debt exists independently of the note . . . it depends rather on the existence of the debt it is given to secure). "It is well settled that the effect of the statute (of limitations) is only to take away the remedy, and not to extinguish the debt. When a security is barred the debt is not ... discharged." *Wilson v. Kelly*, 16 S.C. 216 (1881) (where the debt was discharged in bankruptcy). "Though the debt be barred, the lien may be enforced." 18 S.C. at 486. As the statute of limitations of a mortgage is twenty years, the debt still exists as a result of the mortgage lien as security for the debt. Furthermore, the mortgage remained a lien on the property as the First Citizens foreclosure sale never occurred.

In *Satterwhite v. Kennedy*, 34 S.C.L. 457 (1849), the court stated, "a creditor shall not have two satisfactions for the same debt, but there is no inconsistency in his pursuing two remedies. If one produces satisfaction, that is a bar for the other. A mortgage is a specific lien, and a judgment is a general lien. Both may be consistently pursued until the debt is satisfied." 34 S.C.L at 459. Here the only satisfaction was a partial release of the judgment lien and release of the property from the judgment lien. Therefore, the underlying debt remains.

In *Swindler v. Swindler*, the Court of Appeals, in discussing S.C. Code Section 29-3-310, stated a mortgagee "who has received full payment or satisfaction...of his debts...secured by a mortgage on the real estate shall ... enter satisfaction ... on the mortgage." 355 S.C. 245, 253

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

(2003). This Section contemplates satisfaction of the debt, the note, and satisfaction of the mortgage as separate actions. Accordingly, the debtor must satisfy the note before the mortgagee must enter satisfaction of the mortgage. See *Quarter Point Ventures, LLC v. Lineberger*, Op. No. 2019-UP-206 (Ct. Apps. 2019).

In *Young v. Pitts,* 155 S.C. 414 (1930), the Supreme Court distinguished between a release of mortgage and a satisfaction of mortgage when the satisfaction was recorded by mistake when no payments were made. While there was a partial payment in this action and a partial satisfaction entered upon the record, there was no extinguishment of the debt and therefore, the note and mortgage liens remain on the property. This distinction was clearly set forth in the case of *U.S. Bank Trust Nat. Ass'n v. Bell*, 385 S.C. 364 (Ct. App. 2009). There, Judge Pieper writing for the Court of Appeals, ruled the Bank's legal right to declare the entire balance due and right to commence a foreclosure action could not be taken away or nullified by a partial tender. The Court also stated "payment of a debt is not considered made until it is accepted by the creditor with the intention of extinguishing the debt." The Court goes further and states "the construction of a clear and unambiguous contract presents a question of law for the courts." 385 S.C. at 379.

In this instance, both parties agree that there is no genuine issue of material fact. Here the facts are well known and ready for determination as a matter of law. The issue before the Court is whether or not the Plaintiffs retained their right to foreclose on the note and mortgage liens after receipt of the partial satisfaction and release of the judgment lien. As a matter of law each of these liens (note, mortgage, and judgment) provide distinct remedies for pursuit of one debt and, as that debt has not been satisfied, I conclude that the Plaintiff's Motion for Summary Judgment should be **GRANTED.**

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Plaintiff is entitled to pursue collection on its Note by way of foreclosure of the mortgage pursuant to the usual terms of sale as set by this Court.

IT IS SO ORDERED!

SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2023 Aug 03 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

Charleston Common Pleas

Case Caption: Richard Young , plaintiff, et al VS John W Beasley , defendant, et al

Case Number: 2022CP1003510

Type: Order/Summary Judgment

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-08-23 16:10:14 page 8 of 8

ELECTRONICALLY FILED - 2023 Aug 23 4:28 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT B – FIRST SETTLEMENT AGREEMENT

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between RICHARD YOUNG, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Young"); JASON GREENE, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403, justin.price@vmblawfirm.com ("Greene", Young and Greene collectively hereunder the "Creditors"); JOHN W. BEASLEY, JR., an Individual whose current address is 575 Lynne Avenue, Charleston, South Carolina 29412 ("John Jr."); JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR., an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); LILLIAN BEASLEY, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian"); and BEASLEY CONSTRUCTION COMPANY, LLC, a South Carolina limited liability company whose sole member and registered agent hereunder is John Jr. at the current address of 789 Shipwreck Place, Inman, South Carolina 29349 (the "Company", John Jr., John Sr., Lillian and the Company collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, John Sr., Lillian, and the Company have agreed to join John Jr. as co-Debtors for the repayment of the Loan as well as have agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors hereby memorialize their agreement to conditionally resolve the Loan dispute between them upon the terms and conditions set forth herein in order to avoid the costs and frustrations attenuated with litigation;

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors conditional agreement to forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. Confession of Judgment. Simultaneously with the execution of this Settlement and Release, John Jr., John Sr., Lillian, and the Company have executed separate Confessions of Judgment, the originals of which shall be held in trust by the Creditors' attorneys. Creditors agree that for so long as the Debtors have not defaulted in in the performance of any payment obligation arising hereunder beyond any applicable cure period, the Confessions of Judgment shall not be recorded in any court or jurisdiction. The terms and conditions of the Confessions of Judgment are incorporated herein as material terms of this Settlement and Release. Upon satisfaction by the Debtors of the payment obligations set forth in Paragraph 2 below, the Creditors agree that all amounts alleged to be due to them from the Debtors, including those confessed to be due under the Confessions of Judgment shall be fully and completely satisfied and the Debtors shall be entitled to demand return of the Confessions of Judgment to their attorneys or as otherwise directed in writing to Creditors' attorney.

2. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($647,500.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Settlement Agreement, the Debtors have executed a promissory note acknowledging the Settlement Sum as a debt owed to Creditors (the "Promissory Note");

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

b. Simultaneously with the execution of this Settlement Agreement and in order to secure the obligations under this Settlement and Release as acknowledged by the Promissory Note, the Debtors have executed mortgages (the "Mortgages") in favor of the Creditors on the following real property owned by one or more of the Debtors (for identification purposes hereof, the real properties are identified by address, brief legal description, and/or Charleston County TMS No.);

   i. 1050 Sea Eagle Watch, Charleston, South Carolina 29412, Charleston County TMS No.: 427-00-00-102
   ii. 3493 Plow Ground Road, Johns Island, South Carolina, Charleston County TMS No.: 277-00-00-036; and
   iii. Lot 8, Lighthouse Point, Lynne Ave, Charleston, South Carolina, Charleston County TMS No.: 452-06-00-068.

c. All payments required of Debtors hereunder shall be made to payable to "Richard Young and Jason Greene" and delivered, via wire transmittal, to the office of their counsel as follows: Justin John Price, Esq., 478 King Street, Suite 4, Charleston, South Carolina 29403 ("Creditors' Counsel"). The wire instructions for the depository account are attached hereto as Appendix "A" and shall be used by Debtors for remittance of any and all payments in reduction of the balance of the Settlement Sum owed unless and until Creditors' Counsel provides Debtors with written instructions to the contrary at the addresses listed in the preamble above;

d. Debtors may make periodic payments in reduction of the balance of the Settlement Sum owed, but all payments due hereunder shall be due in full by 2:00 PM ET, November 21, 2018 (the "Maturity Date"). Debtors shall have five (5) calendar days following the Maturity Date within which to cure any delinquent payment hereunder (the "Cure Period"). No default under this Agreement shall occur until the Cure Period has lapsed without performance by Debtors of the payment obligations then due. However, Debtors hereby waive notice of any payment delinquency, payment default, or commencement or passing of any right to cure; and

e. Upon the occurrence of an uncured default by Debtors, Creditors shall, without prior notice, be entitled to record the Confessions of Judgment given by the Debtors and described herein in accordance with the terms set forth in said Confessions of Judgment without invalidating this Settlement and Release Agreement.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

f. Upon the satisfaction of the underlying Note and the full performance by Debtors of all obligations under this Settlement and Release, Creditors agree to execute and record satisfactions of mortgages on the above-referenced properties in the applicable county RMC office.

3. Creditors' Conditional Release of John Jr. In consideration of the mutual promises herein contained, and other good and valuable consideration stated above, Creditors, along with anyone claiming through them or on their behalf, collectively agree to, and hereby conditionally release and discharge John Jr., together with his heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding, provided the Settlement Sum is timely paid in full. Creditors, John Jr., and the co-Debtors expressly agree and acknowledge that any release or discharge hereunder shall only become effective and complete upon the full performance of the Debtors hereunder, and the failure of the Debtors to fully and timely perform hereunder shall immediately revive any and all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown which the Creditors could pursue against John Jr. at the time of the execution of this Settlement and Release. Nothing herein shall operate to prohibit Creditors from recording and enforcing the Confession of Judgment in the event Debtors fails to make the payments required hereunder.

4. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

5. Creditors Agreement to Cooperate. Creditors agree to reasonably cooperate with John Jr. in his attempts to recover the Loan from the actors responsible for the loss of the Loan. Reasonable cooperation shall include, but is not limited to: producing of all documents, communications, and other evidence concerning the transfer of the Loan from John Jr. or either Creditor to any third parties and an agreement to provide a statement of Creditors' knowledge

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

of the ultimate destination of the Loan to their attorney to be provided to the attorney for or agent of John Jr.

6. Matters Pertaining to Insolvency of John Jr. Should John Jr. file for insolvency or bankruptcy protection prior to the full and timely satisfaction of all of Debtors' obligations hereunder, the Parties expressly agree and acknowledge that Creditors shall and nothing herein shall limit Creditors' rights and ability to object to the discharge of any debt hereunder for John Jr.'s false pretenses and/or false representations in obtaining the Loan from Creditors, to include, but not be limited to, objections to discharge under 11 U.S.C. § 523.

7. Except as stated in Paragraphs 3 and 6 above, Creditors and Debtors each expressly waive and assume the risk of any and all claims for damages that exist as of this date or which may hereafter occur, but which Creditors and/or Debtors do not know or suspect to exist or might occur, whether through ignorance, error or otherwise, and which, if known, would affect their respective decisions to enter into this Settlement and Release.

8. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

9. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

10. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

11. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

12. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

13. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

14. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith.

15. The undersigned Parties agree that the Settlement Sum includes a sum of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) to reimburse Creditors for expenses they have collectively paid in the preparation of the documents enumerated and made a part of this Settlement and Release.

16. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

17. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document.

18. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

19. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

20. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________________ (L.S.)
Richard Young

STATE OF TN)
) ACKNOWLEDGMENT
COUNTY OF DAVIDSON)

I, SHIMA A. SALMAN, Notary Public for TN, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30th day of November, 2017.

____
Notary Public for DAVIDSON CTY

My Commission Expires:
07/19/19

SHIMA SALMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

AGREED TO BY:

_______________________________(L.S.)
Jason Greene

STATE OF Alabama)
)
COUNTY OF Lauderdale)

ACKNOWLEDGMENT

I, Terry J. Higdon, Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 4th day of ~~November,~~ 2017.
December

____
Notary Public for Alabama

My Commission Expires:
MY COMMISSION EXPIRES 1/27/2020
____

TERRY J. HIGDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

______________________________ (L.S.)
John W. Beasley, Jr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley, Jr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20th day of November, 2017.

Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:
BEASLEY CONSTRUCTION COMPANY, LLC,
A South Carolina limited liability company

_________________________ (L.S.)
By: John W. Beasley, Jr.
Its: Sole Member

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Bryan Raymond, Notary Public for South Carolina, do hereby certify that Beasley Construction Company, LLC, by John W. Beasley, Jr., its Sole Member, personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 20 day of November, 2017.

____
Notary Public for South Carolina

My Commission Expires:
06/17/2025

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF CHARLESTON	
RICHARD YOUNG and JASON GREENE **Plaintiff(s)**	**CIVIL ACTION COVERSHEET**
	2019-CP - 10- 2849
vs.	
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC **Defendant(s)**	

FILED 2019 MAY 30 AM 11:58 JULIE J. ARMSTRONG CLERK OF COURT BY___

Submitted By: Justin John Price, Esq.
Address: 525 Folly Road, Suite 208, Charleston, SC 29412

SC Bar #: 77461
Telephone #: 843.822.4313
Fax #: 843.620.1022
Other: N/A
E-mail: justin.price@justinpricelaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (*Check all that apply*)

***If Action is Judgment/Settlement do not complete**

☐ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) ______

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case # 20___-NI-___-______
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) ______

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) ______

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) ______

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) ______

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) ______

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☒ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Incapacitated Adult Settlement (790)
- ☐ Other (799) ______

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) ______

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699) ______
- ☐ Sexual Predator (510)
- ☐ Permanent Restraining Order (680)
- ☐ Interpleader (690)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: ______ **Date:** May 30, 2019

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C/A NO.:2019-CP-10-2849
	)	
RICHARD YOUNG and JASON GREENE,	)	
	)	CONFESSION OF JUDGMENT OF
Plaintiffs/Creditors	)	JOHN W. BEASLEY, JR.,
	)	JOHN W. BEASLEY a/k/a JOHN W. BEASLEY, SR.,
vs.	)	LILLIAN BEASLEY, and
	)	BEASLEY CONSTRUCTION COMPANY, LLC
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	)	(Covenant Not to Execute Absent Default)
Defendants/Debtors.	)	

FILED
2019 MAY 30 AM 11:26
JULIE J. ARMSTRONG
CLERK OF COURT
BY

PERSONALLY APPEARED before me John W. Beasley, Jr. ("John Jr."), John W. Beasley a/k/a John W. Beasley, Sr. ("John Sr."), Lillian Beasley ("Lillian"), and Beasley Construction Company, LLC, a South Carolina limited liability company (the "Company"), having been duly sworn, deposed and stated that:

1. We, John Jr., John Sr., and Lillian are over the age of twenty-one years, and we make this Confession of Judgment (this "Confession") of sound mind and body.

2. That the Company, by this representation and warranty of authority by the undersigned signatory, is duly authorized to make this Confession and the signatory is of sound mind and body.

3. Our addresses, as of the execution of this Confession, are as follows:

A. John Jr., 575 Lynne Ave, Charleston, South Carolina 29412;

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

B. John Sr., 1050 Sea Eagle Watch, Charleston, South Carolina 29412;

C. Lillian, 1050 Sea Eagle Watch, Charleston, South Carolina 29412; and

D. Company, c/o John Jr., Sole Member and Registered Agent, 789 Shipwreck Place, Inman, South Carolina 29349.

4. Of even date of the execution hereof, Richard Young ("Young"), Jason Greene ("Greene", Young and Greene collectively hereunder, the "Creditors"), John Jr., John Sr., Lillian, and the Company (John Jr., John Sr., Lillian and the Company collectively hereunder, the "Debtors") did execute a certain Settlement Agreement and Conditional Release of Claims (the "Settlement and Release"), whereby the parties agree to resolve certain possible claims provided certain amounts are timely repaid to Young and Greene, all as more particularly stated in said Settlement and Release.

5. As security for the performance of the Debtors under the Settlement and Release, Debtors have agreed, *inter alia*, to execute this Confession of Judgment in favor of the Creditors for the principal sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00) (the "Debt").

6. The Debtors have agreed to be jointly and severally liable for the repayment of the Debt.

7. We are justly and truly indebted to Creditors for the principal Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees (the "Indebtedness"), which Indebtedness arises out of our joint and several obligations under the Settlement and Release.

John Jr. Initials   John Sr. Initials   Lillian Initials   Company Initials

8. In the event of default of the terms of the Settlement and Release, we hereby consent to and authorize the entry into the public records of Charleston County, South Carolina this Judgment by Confession for the full sum of Six Hundred Forty-Seven Thousand Five Hundred and 00/100 Dollars ($647,500.00), plus any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees, and less any sums paid as of the filing hereof with the Clerk of Court for Charleston County, South Carolina.

9. This Judgment by Confession will not be placed on the public records of Charleston County, South Carolina unless we default in our obligations as set forth above and in the Settlement and Release, specifically that the Indebtedness shall be repaid in full on or before the "Maturity Date" but in no case beyond the "Cure Period", as such dates are stated in the Settlement and Release. Upon any default of the Settlement and Release or this Confession, the attorney for Creditors may record this Judgment by Confession by submitting an Affidavit to the Clerk of Court as to default, as to any principal balance paid, and as to the remaining balance to be entered in the Judgment Roll, including any accrued and continuing interest, late fees, costs of collection, and/or court costs and attorneys' fees. Any recorded Judgment may be transferred thereafter to any county or state in which we own property.

10. We hereby specifically acknowledge that once this Confession has been filed of record in Charleston County, South Carolina, it shall have the full force and effect of an Order of the Court of Common Pleas for the Ninth Judicial Circuit for Charleston County, South Carolina and thereafter may be exported to any jurisdiction within the State of South Carolina and/or any jurisdiction of these United States for purposes of collection of the Indebtedness.

11. Once recorded, the Judgment shall bear interest at the statutory rate for judgments in South Carolina.

John Jr. Initials | John Sr. Initials | Lillian Initials | Company Initials

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

12. Upon compliance with the terms of the Settlement and Release, we shall be forever released and discharged from any liability to Creditors arising out of, or in any manner connected with, this Judgment by Confession or the Settlement and Release. Additionally, upon final payment by us in compliance with the Settlement and Release and this Confession, Creditors shall mark this Confession "satisfied and released" and forward the same to us at:

c/o John Jr., John Sr., and Lillian Beasley and Beasley Construction Company, LLC
1050 Sea Eagle Watch
Charleston, South Carolina 29412

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley, Jr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials   John Sr. Initials   Lillian Initials .   Company Initials

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned, under oath, having verified that he has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets his hand before a Notary Public this 20TH day of November, 2017.

John W. Beasley a/k/a John W. Beasley, Sr.

SWORN TO before me this 20TH day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

The undersigned, under oath, having verified that she has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets her hand before a Notary Public this 20TH day of November, 2017.

Lillian Beasley
Lillian Beasley

SWORN TO before me this 20th day)
of November, 2017.)
)
)
(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2023

Signatures Continue on Following Pages.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

The undersigned, under oath, having verified that it has read the above Judgment by Confession and that the information contained therein is true and accurate, hereby sets its hand before a Notary Public this 20th day of November, 2017.

BEASLEY CONSTRUCTION COMPANY, LLC,
a South Carolina limited liability company

By: John W. Beasley, Jr.
Its: Sole Member

SWORN TO before me this 20th day)
of November, 2017.)

(SEAL)
Notary Public for State of South Carolina
My Commission Expires: 06/17/2025

End of Confession.

John Jr. Initials John Sr. Initials Lillian Initials Company Initials

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT D – SECOND SETTLEMENT AGREEMENT

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

STATE OF SOUTH CAROLINA	)	**SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS**
	)	
COUNTY OF CHARLESTON	)	

THIS SETTLEMENT AGREEMENT AND CONDITIONAL RELEASE OF CLAIMS ("Settlement and Release") is made by and between **RICHARD YOUNG**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Young"); **JASON GREENE**, an Individual whose address for purposes hereunder is c/o Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412, justin.price@justinpricelaw.com ("Greene", Young and Greene collectively hereunder the "Creditors"); **JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("John Sr."); and **LILLIAN BEASLEY**, an Individual whose current address is 1050 Sea Eagle Watch, Charleston, South Carolina 29412 ("Lillian", John Sr. and Lillian collectively hereunder the "Debtors") upon the terms and conditions contained herein. Creditors and Debtors are sometimes referred to herein each as a "Party" and collectively as the "Parties" to this Settlement and Release.

WHEREAS, on or about September 13, 2017, John Beasley Jr. borrowed the sum of Forty Thousand and 00/100 Dollars ($40,000.00) from Young, which was to be repaid on or before October 11, 2017, and carry interest such that the repayment amount was to be Eighty Thousand and 00/100 Dollars ($80,000.00); and

WHEREAS, on or about September 25, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 4, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Greene, which was to be repaid on or before October 13, 2017, and carry interest such that the repayment amount was to be Two Hundred Thirty-Two Thousand Five Hundred and 00/100 Dollars ($232,500.00); and

WHEREAS, on or about October 12, 2017, John Beasley Jr. borrowed the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) from Young, which was to be repaid on or before October 19, 2017, and carry interest such that the repayment amount was to be Three Hundred Thousand and 00/100 Dollars ($300,000.00); and

WHEREAS, in summation, John Beasley Jr. borrowed the principal sum of Six Hundred Forty Thousand and 00/100 Dollars ($640,000.00) from the Creditors, which said sum was to be solely used for the improvement of certain real estate and to be repaid in full, which with interest totaled Seven Hundred Sixty-Five Thousand and 00/100 Dollars ($765,000.00), on or before October 19, 2017 (the "Loan"); and

WHEREAS, John Sr. and Lillian agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof; and

WHEREAS, the Creditors and Debtors previously memorialized a separate settlement and release agreement, executed by John Sr. and Lillian on or about November 20, 2017 (the "Prior Settlement and Release Agreement") to conditionally resolve the Loan dispute between them upon the terms and conditions set forth in said Prior Settlement and Release Agreement and in order to avoid the costs and frustrations attenuated with litigation; and

WHEREAS, the terms of the Prior Settlement and Release Agreement provided for the recording of certain confessions of judgment with the Clerk of Court for Charleston County, South Carolina, and thereafter such other jurisdictions as deemed appropriate by Creditors, should certain sums due thereunder not be timely paid; and

WHEREAS, on May 30, 2019, Creditors filed said confessions of judgment, along with the required supporting affidavits, with the Clerk of Court for Charleston County, South Carolina, as judgment number 2019-CP-10-2849 (the "Judgment"); and

WHEREAS, at the time of filing, the Judgment included a principal balance of $622,500.00 and attorney's fees and costs of $8,825.50; and

WHEREAS, the Judgment is joint and several as to all named judgment debtors, which includes the Debtors listed herein, and the principal balance of said Judgment has accrued delinquent interest and post-judgment interest; and

NOW, THEREFORE, in consideration of the payments and promises recited herein, the Creditors fully release and forego all legal, equitable, and statutory remedies and processes available to them so long as the Debtors fully perform all obligations hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Creditors and Debtors hereby covenant and agree as follows:

1. The Settlement Sum. Subject to the terms, conditions, and provisions of this Settlement and Release, the Debtors agree to pay and deliver to and for the benefit of Creditors the total sum of FIFTY THOUSAND AND 00/100 DOLLARS ($50,000.00) (the "Settlement Sum") in accordance with the following payment terms:

a. Simultaneously with the execution of this Agreement two (2) lump sum payments will be delivered from the trust account of John C. Johnston, Esq. and shall be payable as follows: (i) to "Richard Young" in the sum total of $25,000.00; and (ii) to "Jason Greene" in the sum total of $25,000.00. The Settlement Sum shall be delivered as follows: Justin John Price, Esq., 525 Folly Road, Suite 208, Charleston, South Carolina 29412 ("Creditors' Counsel").

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

2. Release from Judgment. Within ten (10) days of Creditors' Counsel's receipt fo the Settlement Sum, Creditors shall cause to be filed of record appropriate partial releases as to the Judgment to indicate, of record, that Debtors shall be released from the Judgment. The releases hereunder shall not release any other judgment debtor, the principal balance of the judgment shall be reduced by the Settlement Sum hereof, and the Judgment shall remain in full force and effect as to any non-released judgment debtor.

3. Debtors' Unconditional Release of Creditors. In consideration of the mutual promises herein contained, and other good and valuable consideration, Debtors, along with anyone claiming through them or on their behalf, agree to, and hereby do fully and unconditionally release and forever discharge Creditors, together with their heirs, successors, and assigns, of and from all claims, demands, actions, causes of action, damages, liquidated damages, punitive damages, equitable relief, costs, expenses and attorneys' fees, of any nature whatsoever, known or unknown, which shall or may have accrued on or prior to the date of this Settlement and Release is executed, including, without limitation, those claims arising from or related in any manner whatsoever to Parties' disputes, the Loan, and/or matters alleged, or which could have been alleged, in any lawsuit, claim, action, complaint, or other formal legal proceeding.

4. No payments made, release given or other action taken pursuant to this Settlement and Release shall be deemed an admission of liability or wrongdoing by Creditors or Debtors. It is understood and agreed that this Settlement and Release represents the compromise by Creditors and Debtors to resolve a variety of doubtful and disputed claims and counterclaims, and that the amounts paid and received hereunder are made solely for the purpose of ending their disagreements and to buy, sell, and exchange their individual and respective peace of mind and to avoid the significant costs of protracted litigation.

5. This Settlement and Release constitutes the entire agreement and understanding between Creditors and Debtors, and it supersedes all prior understandings or agreements, written or oral, on the subjects contained herein, and the terms of this Settlement and Release are contractual and not mere recitals. No waiver, amendment, deletion, modification or addition of any provision of this Settlement and Release shall be effective unless it is in writing and signed by the undersigned Parties and witnessed.

6. The promises, representations and agreements provided in this Settlement and Release are continuing and shall survive the execution and delivery of this Settlement and Release, as well as the completion of all undertakings required hereunder.

7. This Settlement and Release shall be construed pursuant to the laws of the State of South Carolina.

8. The terms and provisions of this Settlement and Release are severable, and if any part of this Settlement and Release is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

9. The Parties further agree that any questions, doubts and ambiguities in connection with the meaning of any term of this Settlement and Release shall be construed as if the Parties jointly drafted the Settlement and Release with the mutual intention that no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances.

10. The terms, conditions, and payments made pursuant to this agreement shall be STRICTLY CONFIDENTIAL, and neither the Parties hereto, their attorneys, nor any person acting for or on behalf of any party hereto may disclose the contents and terms of this Settlement and Release, nor shall this Settlement and Release, or any of its contents, be made available or otherwise communicated in any form to any person except as may be required by law, or as may be necessary to comply with mandatory disclosure for tax or other governmental regulatory purposes. Nothing herein shall prevent the admission of a copy of this Settlement and Release as an Exhibit in a Court of law in order to seek enforcement of the terms hereof or as needed to enforce the Confession of Judgment given in connection herewith. Notwithstanding the foregoing, the Parties agree and acknowledge their mutual agreement to keep the provisions hereof confidential is the only consideration exchanged in support of the confidentiality obligations hereof and, specifically, that no monetary consideration has been exchanged in support of this confidentiality provision.

11. The undersigned each warrant and represent that they are competent to execute this Settlement and Release and that each is duly authorized and has full right and authority to execute this Settlement and Release on behalf of any party for whom a signature is given in representative capacity.

12. This Settlement and Release may be executed in multiple copies and a fully assembled document with copies of the required signatures shall be effective as an originally signed document. Moreover, the exchange of signature pages hereof by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures transmitted by facsimile or PDF shall be deemed to be original signatures for all purposes hereunder.

13. By their signatures below, the undersigned Parties represent and warrant that they have relied only upon their own judgment, belief and knowledge of the nature, extent, effect and duration of the damages and liability that could have been raised in the litigation proceedings referenced herein, and that this Settlement and Release is made without reliance upon any statement or representation of any Party or entity signing below, or any of their respective employees, agents, members, shareholders, employees, attorneys, or representatives.

14. By their signatures below, each Party hereto states that he, she, or it has fully read and understood the terms and conditions of this Settlement and Release and knows the contents thereof, and that he, she, or it has had the opportunity to review the same and discuss it with

their attorneys, as needed or desired, and that they have voluntarily signed and executed this Settlement and Release of their own free will.

15. Creditors and Debtors acknowledge that they are each fully responsible for the taxes, if any, that may be incurred or owed due to the payments, agreements, and transactions described herein, and neither of them have offered any opinions or made any representations to the other about any tax-related matter.

16. Except for the release of Debtors herein, this Settlement and Release shall not alter or amend the Prior Settlement and Release Agreement nor the Judgment, which shall remain in full force and effect and of record.

IN WHEREOF, WITNESS we have hereunto set our hands and seals agreeing to be legally bound.

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

______________________ (L.S.)
Richard Young

STATE OF Alabama)
) ACKNOWLEDGMENT
COUNTY OF Baldwin)

I, Katty L Sikorski, Notary Public for Alabama, do hereby certify that Richard Young personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

____
Notary Public for Alabama

My Commission Expires:
June 19 2024

KATY L. SIKORSKI
NOTARY
MY COMM. EXPIRES
JUNE 19, 2024
PUBLIC
ALABAMA STATE AT LARGE

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

_______________________ (L.S.)
Jason Greene

STATE OF Alabama)
)
COUNTY OF Lauderdale)

ACKNOWLEDGMENT

I, Melody Thomas Franklin Notary Public for Alabama, do hereby certify that Jason Greene personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 2nd day of ~~November~~ December, 2020.

____
Notary Public for Alabama

My Commission Expires:

MELODY THOMAS FRANKLIN
My Commission Expires
September 18, 2022

AGREED TO BY:

John W. Beasley (L.S.)
John W. Beasley a/k/a
John W. Beasley, Sr.

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that John W. Beasley a/k/a John W. Beasley, Sr. personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Victoria Kurtz
Notary Public for South Carolina

My Commission Expires:
9-4-22

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

AGREED TO BY:

Lillian Beasley (L.S.)
Lillian Beasley

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

I, Victoria Kurtz, Notary Public for South Carolina, do hereby certify that Lillian Beasley personally appeared before me this day duly executed the foregoing instrument and acknowledged that he fully understood its contents and that he executed the same as his free act and deed.

SWORN and subscribed before me
this 30 day of November, 2020.

Notary Public for South Carolina

My Commission Expires:
9-4-22

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

ELECTRONICALLY FILED - 2023 Sep 01 4:44 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003510

EXHIBIT E – RELEASE OF JUDGMENT LIEN

ELECTRONICALLY FILED - 2023 Sep 07 12:59 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1002849

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE NINTH JUDICIAL CIRCUIT**
COUNTY OF CHARLESTON	)	**C/A NO.: 2019-CP-10-2849**
	)	
RICHARD YOUNG and JASON GREENE,	)	
	)	
	)	**RELEASE OF JUDGMENT LIEN AS TO A**
Plaintiffs/Creditors	)	**SPECIFIC PROPERTY, RELEASE OF JUDGMENT**
	)	**LIEN AS TO CERTAIN DEFENDANTS, AND**
vs.	)	**PARTIAL SATISFACTION OF JUDGMENT**
	)	
JOHN W. BEASLEY, JR.; JOHN W. BEASLEY A/K/A JOHN W. BEASLEY, SR.; LILLIAN BEASLEY; and BEASLEY CONSTRUCTION COMPANY, LLC,	)	
	)	
Defendants/Debtors.	)	

For and in consideration of the payment of the total sum of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Release Fee"), paid to Richard Young and Jason Greene, collectively the "Plaintiffs", by only Defendant John W. Beasley, Sr. ("Defendant Beasley Sr.") and Defendant Lillian Beasley ("Defendant Lillian", Defendant Beasley Sr. and Defendant Lillian being collectively referred to herein as the "Released Defendants"), towards the reduction of the previously entered judgment in this matter, the receipt of which is hereby acknowledged, a certain parcel of real property owned by the Released Defendants is hereby released from the lien of said judgment, such parcel of property being described on the attached Description of Property.

Moreover, said Defendant John W. Beasley, Sr. and Defendant Lillian Beasley, the Released Defendants, are hereby personally released from judgment in this matter.

Moreover, the judgment entered in the above-referenced matter is hereby partially satisfied and reduced by the payment of said $50,000.00 Release Fee, said funds being received by Plaintiffs on December 11, 2020.

The remaining balance of said judgment lien, plus accruing post-judgment interest and costs, shall continue on record against Defendant John W. Beasley, Jr. and Defendant Beasley Construction Company, LLC, collectively, the "Remaining Defendants", and any, and all, other property of said Remaining Defendants. Nothing in this document shall affect or limit the rights of the Plaintiffs in their collective or individual pursuit of collecting the remaining balance of said judgment from any other property, real or personal, presently owned or acquired hereafter from the Remaining Defendants.

Executed this 17th day of March, 2021.

s/ Justin John Price, Esq.
Justin John Price, Esq.
S.C Bar No.: 77461
Price Law LLC
525 Folly Road, Suite 208
Charleston, South Carolina 29412
843.822.4313 (office)
843.620.1022 (fax)
justin.price@justinpricelaw.com

March 17, 2021
Charleston, South Carolina

ELECTRONICALLY FILED - CHARLESTON - COMMON PLEAS

ELECTRONICALLY FILED - 2023 Sep 07 12:09 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1003849

DESCRIPTION OF PROPERTY

ALL that certain piece, parcel or lot of land, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as New Lot 4, measuring and containing 5.139 acres on a plat entitled "RESUBDIVISION LOTS 4, 4A, & 6 INTO NEW LOT 4 & NEW LOT 6, TMS NUMBER 427-00-00-066, 102, AND 109, SEASIDE PLANTATION" by Absolute Surveying, Inc., dated January 15, 2003, revised February 13, 2003 and recorded February 28, 2003 in the RMC Office for Charleston County in Plat Book DD at Page 586.

Said lot having such, size, shape, dimensions, and boundaries as will be reference to said plat more fully appear, together with that certain fifty (50') foot ingress/egress easement for access to the lot conveyed, said easement being shown on the aforementioned plat recorded in Plat Book DD at Page 586.

ALSO,

ALL of my right, title and interest in and to the Marsh located along New Lot 4 referenced above and abutting Seaside Creek as shown on the aforesaid Plat; Subject to any and all rights reserved to the State of South Carolina to that marsh lying between the low water mark and the high water mark of Seaside Creek and the areas referred to as "marshland" and further subject to the authority of the South Carolina Coastal Council, now known as the Office of Ocean and Coastal Resource Management, in "critical areas" as defined in § 49-39-10, *et seq.*, 1976 S.C. Code of Laws, as amended and Rules and Regulations promulgated thereto.

BEING a portion of the property conveyed to John W. Beasley and Lillian J. Beasley by deed of Dr. A. Bert Pruitt, Jr., dated November 10, 2003 and recorded in the RMC Office for Charleston County in Book H475 at Page 025.

TMS No.: 427-00-00-102