

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

RECEIVED  
AUG 10 2026  
SC Court of Appeals

In the Matter of:  
David Edward Murday (Decedent)

Appellate Case No. 2026-001100

Elsbeth Murday, Appellant,

Appeal From Richland County  
Court of Common Pleas

vs.

Alanna Murday, Respondent.

Case No. 2026-CP-400-0467

**APPELLANT'S REPLY IN SUPPORT OF MOTION FOR EXTENSION OF TIME AND  
RETURN TO RESPONDENT'S MOTION TO DISMISS APPEAL**

Appellant Elspeth Murday, appearing self-represented, respectfully submits this combined (1) Reply in Support of her Motion for Extension of Time, pursuant to Rule 240(f), SCACR, and (2) Return to Respondent's Motion to Dismiss Appeal, pursuant to Rule 240(e), SCACR. Respondent's July 31, 2026 filing addressed both matters together, and Appellant addresses both together here for the Court's convenience and to ensure a timely response to each.

**PART I — REPLY IN SUPPORT OF MOTION FOR EXTENSION OF TIME**

Respondent's Return does not dispute that this is Appellant's first request for an extension, that no hearing or deadline of this Court currently depends on it, and that Respondent has not been required to take any action in reliance on the existing deadline. Respondent's four objections do not withstand scrutiny.

**1. Whether the two Rule 59(e) motions resemble one another is not the relevant question, and Appellant does not rest this request on any expectation that the second motion's outcome will differ from the first.** Respondent argues the Circuit Court's ruling on Appellant's second Motion to Alter or Amend Judgment "will



likely not have an effect on this appeal" because Respondent characterizes it as duplicative of Appellant's first. It is not—for example, it includes requests for disability accommodations—but that comparison is beside the point; a still-pending post-trial motion, directed at the very order and record now on appeal, warrants allowing the Circuit Court the opportunity to rule before Appellant is required to finalize her Designation of Matter and Brief—regardless of how that motion compares to an earlier one. Nor is the extension request based upon Appellant expecting any specific or different outcome. The motion was filed, in part, to ensure that certain evidentiary matters are preserved in the record before the Circuit Court for purposes of this appeal, a purpose that is served by the motion's pendency and disposition regardless of how it is decided. Extension for a ruling from the lower court simply avoids briefing this appeal, and finalizing the Record, before that preservation step has run its course. A still-pending post-trial motion directed at the order now on appeal renders the judgment non-final for purposes of record settlement, and it is appropriate to allow the circuit court to rule before the record on appeal is finalized.

**2. Whether the probate and bond proceedings are "beyond the scope" of this appeal is a merits question for the panel, not a threshold basis to deny an extension.** Respondent's Motion to Dismiss the circuit appeal was procedural, but Appellant's arguments on the merits of this appeal are not limited to reviewing that procedural ruling in a vacuum; they include the underlying due process and evidentiary circumstances that gave rise to it. See Rule 210(h), SCACR (appellate review is limited to the Record on Appeal, but that Record is built through the Rule 209 designation process, in which any party may designate matter it believes relevant, subject to objection). Respondent may object to the relevance of specific transcript material when the Record is designated; that is a different question from whether Appellant should be given time required to obtain the material. Rule 240(f), SCACR, authorizes extensions for good cause, and obtaining transcript material reasonably believed relevant to the record is classic good cause.

**3. Self-represented status and an unresolved disability accommodation request are not answered by "she could have hired a lawyer."** Appellant's inability to retain counsel does not extinguish her documented disability nor her pending, unruled-upon accommodation request before the Circuit Court (Motion for Ruling on Pending Motion, mailed July 21, 2026, requesting the Circuit Court grant or deny, with reasons, Appellant's accommodation request). That motion was itself filed as part of Appellant's ongoing, good-faith effort to follow correct court procedure to the best of her ability as a self-represented litigant—whether or not the purpose of any procedural step is readily apparent to her—and is consistent with, not a departure from, the diligence this Court expects of pro se parties. Self-represented status does not eliminate the need for disability accommodations, and Appellant's pending accommodation request before the circuit court remains unresolved. South Carolina appellate courts routinely grant a first extension to self-represented litigants; there is nothing irregular about this request.



**4. Speculation about hypothetical future requests is not a basis recognized in the rules for denying a timely first extension supported by concrete grounds.** A documented disability that may require additional time in the future is a reason to grant relief when it recurs, not a reason to refuse relief now. Any future request will stand or fall on its own merits.

Rule 240(f) requires only good cause, and Appellant has demonstrated multiple independent grounds satisfying that standard. For these reasons, Appellant renews her request for a thirty-day extension of time to serve and file her Brief of Appellant, her Designation of Matter to be Included in the Record on Appeal, and the Record on Appeal.

## **PART II — RETURN TO RESPONDENT'S MOTION TO DISMISS APPEAL**

Respondent's Motion to Dismiss rests on two claimed failures: (A) that Appellant failed to timely obtain or report on the transcript required by Rule 207, SCACR, and (B) that Appellant has not furnished the \$50,000 supersedeas bond ordered by Judge Coble. One is inaccurate; neither supports dismissal.

### **A. The transcript was timely ordered and has been received; Respondent's own filing confirms this.**

Three separate transcripts are implicated in this appeal, and Respondent's Motion treats them as one.

The transcript required by this Court's procedures — of the March 19, 2026 Circuit Court hearing — was requested on time, on May 15, 2026, (Exhibit 1) and received on time, on June 21, 2026 (Exhibit 2). Respondent has not "seen any correspondence relating to an extension for the court reporter or correspondence from Appellant notifying Court Administration, the Clerk of Court, and the court reporter" about non-receipt because none exists. Because Appellant did receive the transcript, no notice to Court Administration was required, and Respondent's argument — built entirely on the absence of a notice that was never due — fails on its own terms.

Additionally, Appellant first requested a transcript of the original *probate* hearing on May 21, 2026, in the same correspondence used to order the Circuit Court transcript (Exhibit 2); after being informed that probate transcripts must be ordered directly through the probate court rather than through a private reporting service, Appellant has spent the months since arranging for that transcript through the correct channel, most recently by a direct request to the Richland County Probate Court on July 16, 2026 (Exhibits 3-5). That transcript has now been ordered and partially paid for, and Appellant awaits its completion (Exhibit 6). The second additional transcript is of the June 4, 2026 bond hearing — it could not have possibly been requested in May..

While neither of these two additional transcripts is the one required by this Court's procedures, both include context and quotations Appellant intends to cite in her Brief, and both have required additional time to obtain. To the extent Respondent's Motion treats the required transcript and these two additional, non-required transcripts



as a single matter, that conflation does not reflect any missed deadline; it reflects Appellant's separate, ongoing effort to obtain supplemental material outside the scope of Rule 207.

Respondent's Return separately acknowledges that "Respondent received correspondence from Court Administration stating that Appellant requested a transcript on May 15, 2026" — nine days after the May 6, 2026 Notice of Appeal, within the ten-day window required by Rule 207(a)(1), SCACR. This acknowledgment is dispositive: it is Rule 207(a)(1)'s required notice operating exactly as intended. Court Administration's own notice, transmitted the same day the transcript was requested — May 15, 2026 — was sent directly to Respondent's counsel, Will Edwards, and states in terms: "Pursuant to Rule 207(a)(1), SCACR, you are being notified that the transcript has been requested on 5/15/2026. There is no action required." (Exhibit 1). That is the contemporaneous furnishing Rule 207(a)(1) requires, delivered to Respondent's counsel on the very day the request was made. Nothing further was owed: under Rule 262(c), SCACR, service by electronic means through an official channel of the court is an independently sufficient method of service in its own right, not a preliminary step requiring a later paper copy. Respondent's own Return, by acknowledging receipt of that notice, establishes Appellant's compliance rather than any deficiency.

Because Appellant received the required transcript within the sixty-day period contemplated by Rule 207(a)(2), the notice obligation under Rule 207(a)(5) was never triggered.

Respondent's dismissal argument is not, in any event, that the required transcript was ordered late or that notice was withheld; at most it rests on the absence of a Rule 207(a)(5) written notification — an obligation triggered only "if appellant has not received the transcript within the allotted time nor received notification of an extension" — which was never triggered because Appellant received the required transcript on Sunday, June 21, 2026, 37 days after the May 15, 2026 request and comfortably within the sixty-day period contemplated by Rule 207(a)(2).

Separately, and for completeness: on May 19, 2026, Jessica Antonucci, Court Reporting Scheduler for Legal Eagle, Inc. — the independent court reporting firm retained to prepare the transcript — emailed Appellant asking her to "include any attorneys who were present at each hearing and who they represented with your confirmation as the attorneys are not always introduced in the audio." Appellant responded on May 21, 2026, identifying Respondent's counsel, Will Edwards, and his colleague, Madison Kelly. See Exhibit 2 (May 19–22, 2026 email correspondence with Legal Eagle, Inc.)

**B. Inability to furnish the bond, already documented before the court that set it, does not warrant dismissal of the appeal.**



Appellant does not dispute that the \$50,000 supersedeas bond ordered by Judge Coble has not been furnished. No provision of Rule 241 or Rule 62 makes the furnishing of a supersedeas bond a jurisdictional prerequisite to maintaining an appeal.

Appellant raised her financial inability to furnish a bond of that size at the expedited bond hearing held June 4, 2026, and again, with supporting documentation, in her motion to Alter or Amend Judgment and related filings—all of which she attaches here as “Bond-Related Motions” with their own original exhibit numbers.

Please note especially Exhibit 6b, the last page of the “Bond-Related Motions” packet, in which **a medical doctor has written a letter of accommodation specifying a need for additional time due to unpredictable symptoms and mobility issues.** These issues have since worsened to the point of Appellant being designated as totally and permanently disabled (Exhibit 2d of the same packet); the medically-acknowledged need for more time has not disappeared in the interim.

That motion documents: that Appellant's 2025 joint adjusted gross income was approximately \$49,200 for a two-person household with significant medical expenses, that Appellant carries documented Total and Permanent Disability status with no independent earned income, and that Appellant had already incurred more than \$8,000 in personal litigation-related expenses — see Exhibit 2(a) (2025 Joint Tax Return), Exhibit 2(b) (litigation expenses shouldered solely by Appellant), and Exhibit 2(d) (federally adjudicated Total and Permanent Disability).

Respondent's own Return to that motion, filed July 2, 2026, does not dispute this, stating only that "Petitioner argues that she is not able to pay the fifty thousand and 00/100 (\$50,000.00) dollar bond due to her limited finances" and that such inability is legally irrelevant to whether bond should issue.

That circumstance has not changed: however, the Estate itself controls in excess of \$50,000 of Appellant's own assets pending resolution of this appeal, as documented in the same June 22, 2026 motion's Exhibit 1(a) (Interim Accounting).

A party's failure to post a supersedeas bond bears on whether a stay is honored during the pendency of the appeal — it is not, by itself, a jurisdictional prerequisite to maintaining the appeal on the merits. Rule 241(c)(3), SCACR, states that supersedeas "may be conditioned upon" the filing of a bond; nothing in Rule 241 states that a failure to furnish a bond results in dismissal of the appeal. Rule 62(d), SCRCP, confirms that a bond's function is to trigger a stay, not to sustain the appeal itself: "The stay is effective when the supersedeas bond is approved by the court." Failure to furnish a supersedeas bond affects only the availability of a stay; it does not affect the existence, validity, or jurisdictional integrity of the appeal.

An order directing the sale of real property is among the categories of judgments excepted from the automatic stay altogether, see Rule 241(b)(4), SCACR; S.C. Code § 18-9-170, meaning the bond here functions



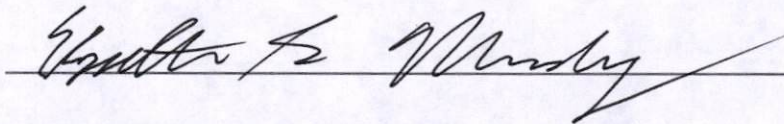
specifically as the mechanism for obtaining a stay against the sale — not as a condition of the appeal's continued existence.

Respondent already has the remedy the bond requirement exists to protect — the ability to proceed with the sale notwithstanding the pending appeal — and dismissing the appeal outright as an additional sanction for documented inability to pay would not serve any purpose the bond was designed to address. Dismissal is not an authorized sanction for inability to furnish a supersedeas bond, and Respondent cites no authority to the contrary.

## CONCLUSION

For the foregoing reasons, Appellant respectfully requests that this Court (1) grant Appellant's Motion for Extension of Time, and (2) deny Respondent's Motion to Dismiss Appeal.

Respectfully submitted,



**Elspeth S. Murday** Appellant, *Pro Se*

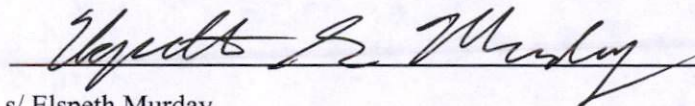
August 7, 2026

217 Hall Rd.  
Westminster, SC 29693  
425.435.0607

RECEIVED  
AUG 10 2026  
SC Court of Appeals

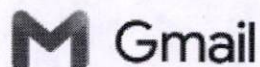
## CERTIFICATE OF SERVICE

I hereby certify that on August 7, 2026, I served a true and correct copy of the foregoing Reply and Return upon Respondent's counsel, Will Edwards, Moore Bradley Myers Law Firm, P.A., 1700 Sunset Boulevard, West Columbia, SC 29169 by depositing a copy of each in the United States mail, first-class postage prepaid, addressed as above. A courtesy copy was also transmitted by e-mail on the same day.



s/ Elspeth Murday





Elspeth Murday &lt;emurday@gmail.com&gt;

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**Transcript Request for Docket Number 2026CP4000467**

2 messages

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**Transcripts@sccourts.org** <Transcripts@sccourts.org>  
To: emurday@gmail.com

Fri, May 15, 2026 at 1:14 PM

Greetings,

Please accept this email and the **summarized Transcript Request shown below** as confirmation that the online transcript request that you submitted has been received by our office. You should receive communication from a transcriptionist within five (5) business days with an estimated cost for production.

If you need further assistance, please contact us at transcripts@sccourts.org.

Regards,

Court Administration

Summarized Transcript Request ID(s): **1257474385**

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**Requester Information:**

---

**Name:** Elspeth Murday  
**Entity:** Other Pro se  
**Phone Number:** (425) 435-0607  
**Email:** emurday@gmail.com  
**Address:** 217 Hall Rd Westminster, SC 29693-1505  
**Is the requester a party on the case?** Yes Plaintiff  
**Does the requester represent a party?** No

Exhibit  
1

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**Transcript Information:**

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**Docket Number:** 2026CP4000467  
**Court Type:** Circuit  
**County:** Richland  
**Case Caption:** Murday, Elspeth Snow vs Murday, Alanna Snow  
**Appeal Pending?** Court of Appeals  
**Death Penalty?** No  
**Start Date of Proceeding:** 3/19/2026  
**End Date of Proceeding:** 3/19/2026  
**Presiding Judge:** Coble, Daniel  
**Court reporter daily assignments:**  
3/19/2026 (Thursday): Copland-Sparrow, Debra, DCRP  
**Opposing Counsel and/or other parties information:**  
(Attorney) William H. Edwards  
(email): will@mbmlawsc.com



(Defendant) Alanna Snow Murday

(email): amurday@gmail.com

(Plaintiff) Elspeth Snow Murday

(email): emurday@gmail.com

(Plaintiff Attorney) Elspeth Snow Murday

(email): emurday@gmail.com

Next hearing date: *Date not entered*

Portion of proceeding to be transcribed: Entire Hearing

## Delivery Information:

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**Delivery Timeframe:** Regular Delivery (60 days)

**Delivery Method:** PDF/Email

**Delivery Timeframe:** Private/Self

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**Transcripts@sccourts.org** <Transcripts@sccourts.org>

Fri, May 15, 2026 at 1:14 PM

To: will@mbmlawsc.com, amurday@gmail.com, emurday@gmail.com

Greetings,

You are receiving this notice and the **summarized Transcript Request shown below** because you are associated with case **Murday, Elspeth Snow vs Murday, Alanna Snow**.

Pursuant to Rule 207(a)(1), SCACR, you are being notified that the transcript has been requested on **5/15/2026**. There is no action required.

If you need further assistance, please contact us at transcripts@sccourts.org.

Regards,

Court Administration

Summarized Transcript Request ID: **1257474385**

## Requester Information:

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**Name:** Elspeth Murday

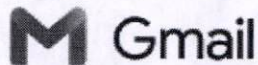
**Entity:** Other Pro se

**Email:** emurday@gmail.com

[Quoted text hidden]

[Quoted text hidden]





Elspeth Murday &lt;emurday@gmail.com&gt;

**RE: Transcript Request - Elspeth Murday vs. Alanna Murday 3-19-26**

7 messages

**Jessica Antonucci** <jantonucci@legaleagleinc.com>

Tue, May 19, 2026 at 11:43 AM

To: "emurday@gmail.com" &lt;emurday@gmail.com&gt;

Cc: Transcripts &lt;transcripts@sccourts.org&gt;, info &lt;info@legaleagleinc.com&gt;

Elspeth,

Today, Legal Eagle has been assigned your transcript request in the above referenced matter. In order to complete your order, a 50% deposit is necessary. Based upon our review of the records, it appears this transcript will be approximately 25 pages long. As such, the 50% deposit amount is \$55.25 (13 pages x \$4.25 per page) for the transcript to be delivered as a PDF to your email.

*Please note that the page estimate is not guaranteed. The price indicated above is an approximation based on the audio length. The actual cost and page count may vary due to several factors including but not limited to speech rate, side bars, Q&A v Colloquy, and hearing type. A final invoice will be sent when the transcript is completed.*

Once you have confirmed you would like to proceed with the transcript, Legal Eagle will generate the deposit invoice for payment. We will then place your transcript in line for production after the deposit is paid. The due date will be 60 days from the date the deposit was received; however, we typically can produce the transcript more quickly.

***Please include any attorneys who were present at each hearing and who they represented with your confirmation as the attorneys are not always introduced in the audio.***

If you have any questions, please let us know.

Thank you,

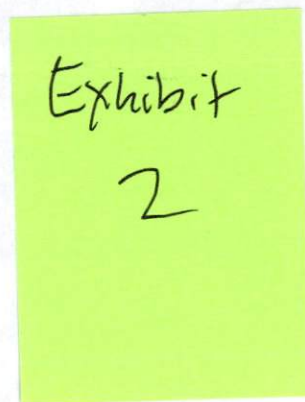
**Jessica Antonucci**

Court Reporting Scheduler

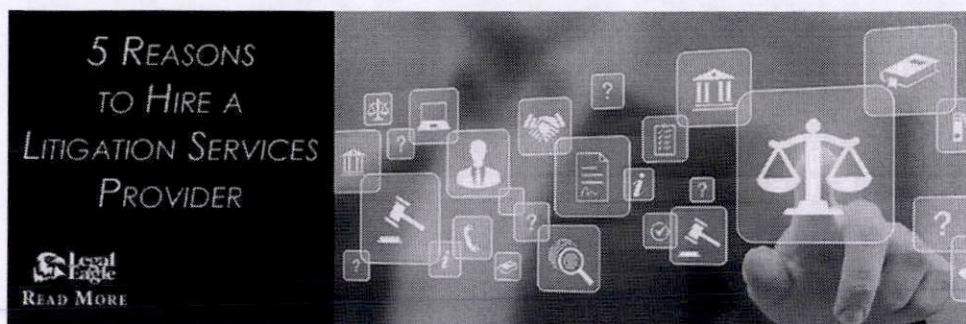
M (864) 361-0316 | P (864) 467-1373

E jantonucci@legaleagleinc.com

107 LeGrand Blvd., Greenville, SC 29607

[www.LegalEagleInc.com](http://www.LegalEagleInc.com)





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**Elspeth Murday** <emurday@gmail.com>

Thu, May 21, 2026 at 8:09 PM

To: Jessica Antonucci <jantonucci@legaleagleinc.com>

Cc: Transcripts <transcripts@sccourts.org>, info <info@legaleagleinc.com>

I would like to proceed with payment for the Circuit Court transcript.

If transcripts of the original probate hearing are required, I would like to order them as well.

The respondent's attorney is Will Edwards. I believe he also had his colleague Madison Kelly along with him at the Circuit Court hearing, but I'm unsure of whether she is a licensed attorney still gaining practical experience, or whether she has some other qualification.

Please be advised I can usually check my email a maximum 1-2 times per week due to a neurological disability which often makes reading difficult or impossible. A delayed response will not mean I have lost interest, nor will it be deliberate.

I would prefer to pay all at once, if possible, to reduce odds of my response time causing an issue.

Thank you.

Sincerely,

Elspeth Murday

[Quoted text hidden]

**4 attachments**



 **image003.png**  
1K **image002.png**  
1K**image004.png**  
262K**image001.png**  
70K**info** <info@legaleagleinc.com>

Fri, May 22, 2026 at 12:03 PM

To: Elspeth Murday &lt;emurday@gmail.com&gt;, Jessica Antonucci &lt;jantonucci@legaleagleinc.com&gt;

Cc: Transcripts &lt;transcripts@sccourts.org&gt;, info &lt;info@legaleagleinc.com&gt;

Elspeth,

Probate transcripts need to be ordered directly from the probate court. They are overseen by the SCJB.

The deposit invoice is attached to this email. We will not know the actual completed page count until the transcript is completed. Payment of the deposit can be made by mailing a check made out to Legal Eagle at the address below:

Legal Eagle, PO Box 5682, Greenville, SC 29606

You may also go to our website and make payment through our portal. Please be sure to reference the invoice number. The web address is below:

<https://app.fluidpay.com/spp/legal-eagle>

Once the deposit is received by Legal Eagle, we will place your transcript inline for production. The due date will be 60 days from the date the deposit was received; however, we typically can produce the transcript more quickly. If you have any questions, please let us know.

Thank you,

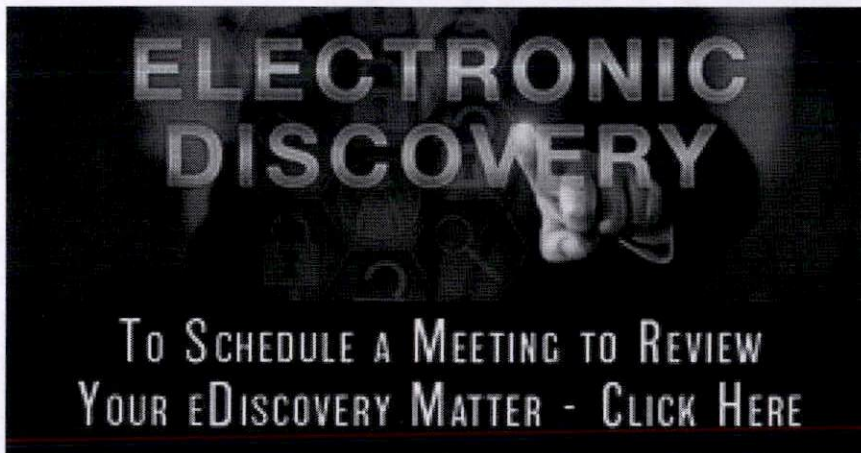


**Kevin Dehlinger****Director of Operations**

T: 864.467.1373 | M: 864.444.4219

E: [kdehlinger@legaleagleinc.com](mailto:kdehlinger@legaleagleinc.com) |  
[www.legaleagleinc.com/](http://www.legaleagleinc.com/)

107 LeGrand Blvd., Greenville, SC | 29607



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[Quoted text hidden]

 **Invoice 110631.pdf**  
64K**Elspeth Murday** <[emurday@gmail.com](mailto:emurday@gmail.com)>

Tue, May 26, 2026 at 4:05 PM

To: info <[info@legaleagleinc.com](mailto:info@legaleagleinc.com)>Cc: Jessica Antonucci <[jantonucci@legaleagleinc.com](mailto:jantonucci@legaleagleinc.com)>, Transcripts <[transcripts@sccourts.org](mailto:transcripts@sccourts.org)>, info  
<[info@legaleagleinc.com](mailto:info@legaleagleinc.com)>

I believe I have now submitted the payment online.

Do you know if the transcript of the original (probate) hearing is typically required? I'm not looking for legal advice, just trying to minimize the number of standard / conventional procedures known to attorneys and office staff, but not to me.

Thank you for the explanations and timelines. I have found this court to have the most detailed and direct instructions for pro se appellants thus far. I can't overemphasize how much that helps to level the playing field. My life is on the line, which means no attorney wants to touch my case without a relatively certain win; I'm appealing prior decisions because of procedural issues which an attorney might have easily avoided. So, I can't express how much I appreciate the effort which has gone into making sure people like me get a chance at justice. I know this will not affect your behavior toward me in any way, I just know how much government employees are generally paid for their work and wanted to reiterate that your efforts do make a difference.

[Quoted text hidden]



info <info@legaleagleinc.com>

Wed, May 27, 2026 at 8:34 AM

To: Elspeth Murday <emurday@gmail.com>, info <info@legaleagleinc.com>

Cc: Jessica Antonucci <jantonucci@legaleagleinc.com>, Transcripts <transcripts@sccourts.org>

Elsbeth,

I am sorry, but we are unable to answer that question. We do not put together appeals. Every case is unique, and with us not being attorneys, I would error on the side of caution. Sorry we could not be of more help. Thanks.

[Quoted text hidden]

[Quoted text hidden]

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Alexandria Garraud <agarraud@legaleagleinc.com>

Wed, Jun 10, 2026 at 3:11 PM

To: Elspeth Murday <emurday@gmail.com>

Cc: info <info@legaleagleinc.com>

Hello Elpeth,

Your transcript is complete. The final invoice is attached to this email. Payment can be made by mailing a check made out to Legal Eagle at the address below:

Legal Eagle, PO Box 5682, Greenville, SC 29606

You may also go to our website and make payment through our portal. Please be sure to reference the invoice number. The web address is below:

<https://app.fluidpay.com/spp/legal-eagle>

Once payment has been received, we will email you the transcript. Thank you.

**Alexandria Garraud**

Transcript Coordinator | [www.legaleagleinc.com/](http://www.legaleagleinc.com/)



T: 864.467.1373

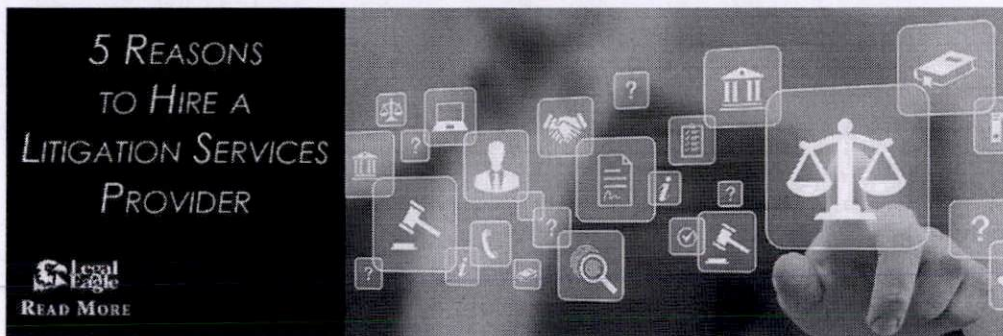
M: 864.997.8951

E: [agarraud@legaleagleinc.com](mailto:agarraud@legaleagleinc.com)

A: Legal Eagle, 107 LeGrand Blvd., Greenville, SC, 29607







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**From:** Elspeth Murday <emurday@gmail.com>  
**Sent:** Thursday, May 21, 2026 8:10 PM  
**To:** Jessica Antonucci <jantonucci@LegalEagleInc.com>  
**Cc:** Transcripts <transcripts@sccourts.org>; info <info@LegalEagleInc.com>  
**Subject:** Re: Transcript Request - Elspeth Murday vs. Alanna Murday 3-19-26

I would like to proceed with payment for the Circuit Court transcript.

[Quoted text hidden]

[Quoted text hidden]

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 **Invoice 110863.pdf**  
64K

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**Alexandria Garraud** <agarraud@legaleagleinc.com>  
**To:** Elspeth Murday <emurday@gmail.com>  
**Cc:** info <info@legaleagleinc.com>

Sun, Jun 21, 2026 at 7:02 PM

Hello Elpeth,

Thank you for your payment. Attached is your transcript. If you have any questions after the review of the transcript, please let us know. We would be happy to revisit any concerns.

**Alexandria Garraud**

Transcript Coordinator | [www.legaleagleinc.com/](http://www.legaleagleinc.com/)

---





T: 864.467.1373

M: 864.997.8951

E: [agarraud@legaleagleinc.com](mailto:agarraud@legaleagleinc.com)

A: Legal Eagle, 107 LeGrand Blvd., Greenville, SC, 29607



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**From:** Elspeth Murday <[emurday@gmail.com](mailto:emurday@gmail.com)>**Sent:** Thursday, May 21, 2026 8:10 PM**To:** Jessica Antonucci <[jantonucci@LegalEagleInc.com](mailto:jantonucci@LegalEagleInc.com)>**Cc:** Transcripts <[transcripts@sccourts.org](mailto:transcripts@sccourts.org)>; info <[info@LegalEagleInc.com](mailto:info@LegalEagleInc.com)>**Subject:** Re: Transcript Request - Elspeth Murday vs. Alanna Murday 3-19-26

I would like to proceed with payment for the Circuit Court transcript.

[Quoted text hidden]

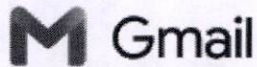


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**Murday v Murday Transcript 3-19-26.pdf**

239K





Elsbeth Murday &lt;emurday@gmail.com&gt;

**voice mail / David Murday 2025-ES-40-0281**

3 messages

**Lori Elrod** <Elrod.Lori@richlandcountysc.gov>  
To: "emurday@gmail.com" <emurday@gmail.com>  
Cc: "Will@mbmlawsc.com" <Will@mbmlawsc.com>

Tue, Jul 14, 2026 at 3:55 PM

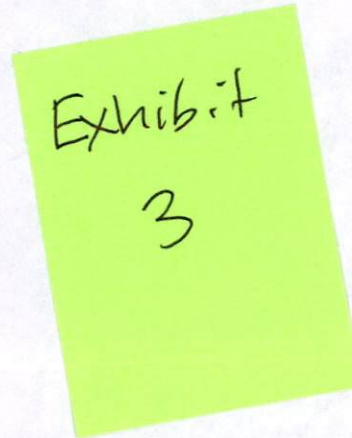
Ms. Murday,

This email is in response to the voice mail you left requesting a hearing transcript.

Our process in Richland County is that you must retain the services of a Court Reporter, that individual will reach out to me and I will schedule a day/time for them to come in and transcribe the hearing.

The Court will need to receive a copy of the transcript too for the estate file.

Lori Elrod  
Clerk of Probate  
Richland County Probate Court  
P.O. Box 288  
Columbia SC 29201  
[www.richlandcountysc.gov/probate](http://www.richlandcountysc.gov/probate)



**Elsbeth Murday** <emurday@gmail.com>  
To: Lori Elrod <Elrod.Lori@richlandcountysc.gov>

Thu, Jul 16, 2026 at 5:18 PM

I emailed [transcripts@sccourts.org](mailto:transcripts@sccourts.org), which is listed on the Judicial Branch's webpage with all the court reporters, and they told me to contact Probate Court (who originally directed me to you.)

Could you tell me who I'm supposed to be contacting to retain a Court Reporter, or where I can locate that information for myself?

[Quoted text hidden]

**Lori Elrod** <Elrod.Lori@richlandcountysc.gov>  
To: Elsbeth Murday <emurday@gmail.com>  
Cc: "Will@mbmlawsc.com" <Will@mbmlawsc.com>

Fri, Jul 17, 2026 at 9:26 AM



You have to contact an independent court reporter.

The probate court does not employ court reporters.

Attached, you will need to complete the request form.

Once completed you must email to Andrew Dearden, Deputy Clerk of Probate.

His contact information is on the form.

Lori Elrod

Clerk of Probate

Richland County Probate Court

P.O. Box 288

Columbia SC 29201

[www.richlandcountysc.gov/probate](http://www.richlandcountysc.gov/probate)

---

**From:** Elspeth Murday <emurday@gmail.com>

**Sent:** Thursday, July 16, 2026 5:18 PM

**To:** Lori Elrod <Elrod.Lori@richlandcountysc.gov>

**Subject:** Re: voice mail / David Murday 2025-ES-40-0281

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

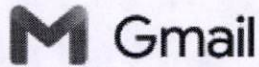
[Quoted text hidden]



**REQUEST FOR PROBATE COURT HEARING AUDIO.docx**

15K





Elspeth Murday &lt;emurday@gmail.com&gt;

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**Transcript request**

2 messages

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**Elspeth Murday** <emurday@gmail.com>  
To: elrod.lori@richlandcountysc.gov

Thu, Jul 16, 2026 at 2:04 PM

Hello Ms. Elrod,

This email address was given to me by a probate clerk, so I hope that it is correct and apologize if it is not. I've left two phone messages, so I'm not sure that I have the right information.

I'm contacting you to request a transcript from the following probate hearing:

Judge McCulloch  
January 12, 2026  
Case No. 2025-ES-40-281  
In the matter of David E. Murday (Decedent)  
Elspeth Snow Murday (Petitioner) pro se  
v.  
Alanna Snow Murday (Respondent)  
Respondent's attorney: Will Edwards of Moore Bradley Myers law firm

Please send a request for payment when you're able and give me a call at 425.435.0607 to let me know that I need to pay, or with regard to any other steps I need to take. I'm only able to check my email 1-2x per week due to disability issues. Text is usually easier for me to parse than aural conversation, but phone calls are harder for me to miss since I don't get many. Thank you for any help you are able to provide.

Sincerely,  
Elspeth Murday  
217 Hall Rd.  
Westminster, SC 29693  
425.435.0607

---

**Elspeth Murday** <emurday@gmail.com>  
To: elrod.lori@richlandcountysc.gov

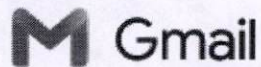
Thu, Jul 16, 2026 at 2:07 PM

Case in point... I apologize, I had not seen your earlier email since I was expecting a return phone call. Thank you for getting back to me. I will search for a court reporter.

[Quoted text hidden]

Exhibit  
4





Elspeth Murday &lt;emurday@gmail.com&gt;

**Transcript request**

2 messages

**Elspeth Murday** <emurday@gmail.com>

Fri, Jul 17, 2026 at 1:05 PM

To: "info@garberreporting.com" &lt;info@garberreporting.com&gt;

Howdy!

I'm contacting you to request a full transcript of the following probate hearing:

Judge McCulloch  
January 12, 2026 3:30pm  
Case No. 2025-ES-40-281  
In the matter of David E. Murday (Decedent)  
Elspeth Snow Murday (Petitioner) pro se  
v.  
Alanna Snow Murday (Respondent)  
Respondent's attorney: Will Edwards of Moore Bradley Myers law firm

I have attached the form they sent me for the court reporter to submit. It was a very long hearing, so you might expect ~1.5-2.5 hours of audio.

Provided your rates are competitive, please just send a request for payment when you're able and call or text me at 425.435.0607 to let me know how to pay, or with regard to any other steps I need to take. I'm only check my email 1-2x per week unless prompted, due to disability issues, so calling or texting usually works better than an email response. Thank you for any help you are able to provide.

Sincerely,  
Elspeth Murday  
217 Hall Rd.  
Westminster, SC 29693  
425.435.0607

**REQUEST FOR PROBATE COURT HEARING AUDIO.docx**

15K

**Paul Greathouse** <pgreathouse@garberreporting.com>

Fri, Jul 24, 2026 at 10:24 AM

To: Elspeth Murday &lt;emurday@gmail.com&gt;

Ms. Murday,

I'm sorry, but I do not currently have availability to transcribe this hearing for you. Thanks for reaching out.

**Paul W. Greathouse**

Garber Reporting Service

pgreathouse@garberreporting.com

803-256-4500 (office)



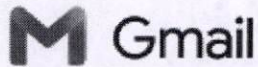
8/7/26, 3:02 PM

Gmail - Transcript request

336-250-3326 (cell)

[Quoted text hidden]





Elsbeth Murday &lt;emurday@gmail.com&gt;

**Transcript quote request**

5 messages

**Elsbeth Murday** <emurday@gmail.com>  
To: transcripts@legaleagleinc.com

Mon, Jul 27, 2026 at 4:07 PM

Howdy!

Y'all handled a circuit court hearing for me recently through the SC Court of Appeals and I was pleased with the service. I'd also like to order a transcript of the following probate hearing from you; that office won't speak with me directly and requires the attached form submitted by a court reporter.

Hearing:

Judge McCulloch

January 12, 2026 3:30pm

Case No. 2025-ES-40-281

In the matter of David E. Murday (Decedent)

Elsbeth Snow Murday (Petitioner) pro se

v.

Alanna Snow Murday (Respondent)

Respondent's attorney: Will Edwards of Moore Bradley Myers law firm

I have attached the form they sent me for the court reporter to submit. It was a very long hearing, so you might expect ~1.5-2.5 hours of audio.

Please call or text me at 425.435.0607 once you have sent a quote, so that I know to check my email (I can't very often for mobility reasons.)

Thank you for any help you are able to provide.

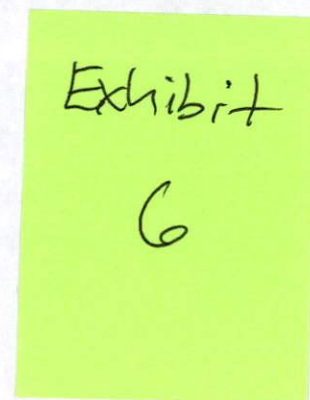
Sincerely,

Elsbeth Murday

217 Hall Rd.

Westminster, SC 29693

425.435.0607

**REQUEST FOR PROBATE COURT HEARING AUDIO (1).docx**

15K

**Kevin Dehlinger** <kdehlinger@legaleagleinc.com>  
To: "emurday@gmail.com" <emurday@gmail.com>  
Cc: Alexandria Garraud <agarraud@legaleagleinc.com>

Tue, Jul 28, 2026 at 4:19 PM

Elsbeth,



We will send this in and let you know their response. Thanks.



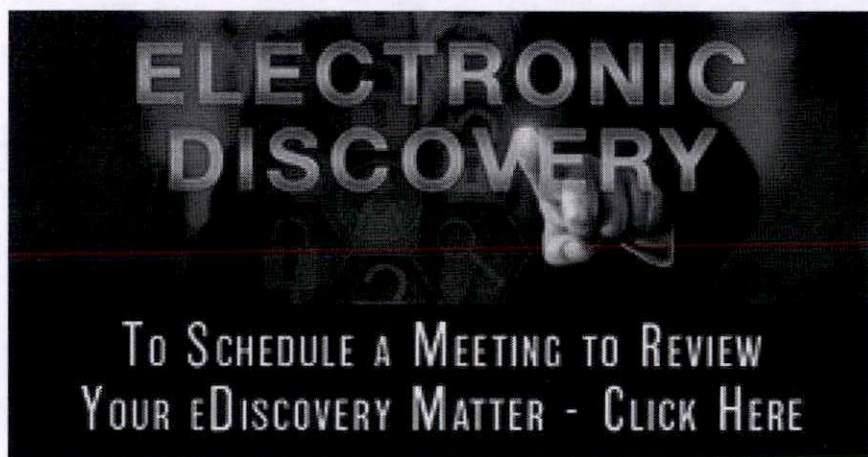
**Kevin Dehlinger**

**Director of Operations**

**T:** 864.467.1373 | **M:** 864.444.4219

**E:** [kdehlinger@legaleagleinc.com](mailto:kdehlinger@legaleagleinc.com) |  
[www.legaleagleinc.com/](http://www.legaleagleinc.com/)

107 LeGrand Blvd., Greenville, SC | 29607



[Quoted text hidden]

### Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

**Kevin Dehlinger** <[kdehlinger@legaleagleinc.com](mailto:kdehlinger@legaleagleinc.com)>  
To: "emurday@gmail.com" <[emurday@gmail.com](mailto:emurday@gmail.com)>  
Cc: Alexandria Garraud <[agarraud@legaleagleinc.com](mailto:agarraud@legaleagleinc.com)>

Wed, Jul 29, 2026 at 10:56 AM



Elsbeth,

We received the audio from probate court. The hearing is almost 2 hours long. We estimate the transcript to be 70 pages at \$5.00 per page. A 50% deposit is required. The deposit invoice is attached to this email. Payment of the deposit can be made by mailing a check made out to Legal Eagle at the address below:

Legal Eagle, PO Box 5682, Greenville, SC 29606

You may also go to our website and make payment through our portal. Please be sure to reference the invoice number. The web address is below:

<https://app.fluidpay.com/spp/legal-eagle>

Once the deposit is received by Legal Eagle, we will place your transcript inline for production. The due date will be roughly 10 business days from the date the deposit was received. If you have any questions, please let us know.

Thank you,



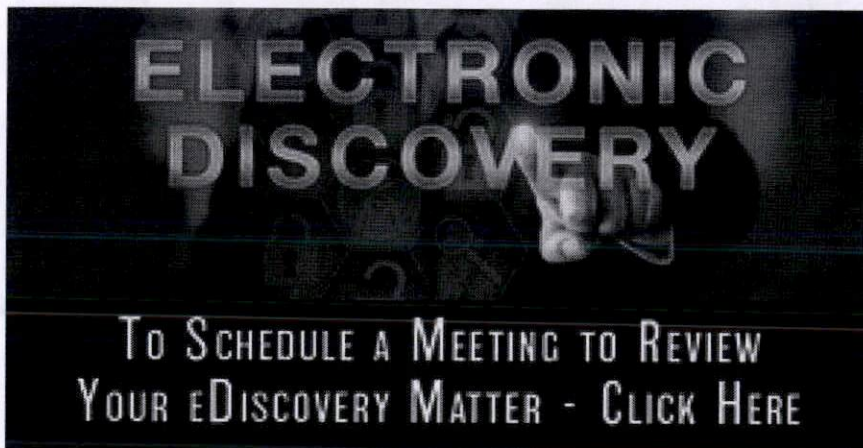
**Kevin Dehlinger**

**Director of Operations**

**T:** 864.467.1373 | **M:** 864.444.4219

**E:** [kdehlinger@legaleagleinc.com](mailto:kdehlinger@legaleagleinc.com) |  
[www.legaleagleinc.com/](http://www.legaleagleinc.com/)

107 LeGrand Blvd., Greenville, SC | 29607





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**From:** Elspeth Murday <emurday@gmail.com>  
**Sent:** Monday, July 27, 2026 4:07 PM  
**To:** Transcripts <transcripts@LegalEagleInc.com>  
**Subject:** Transcript quote request

Howdy!

[Quoted text hidden]

[Quoted text hidden]

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 **Invoice 111405.pdf**  
64K

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**Elsbeth Murday** <emurday@gmail.com>  
To: Kevin Dehlinger <kdehlinger@legaleagleinc.com>  
Cc: Alexandria Garraud <agarraud@legaleagleinc.com>

Thu, Aug 6, 2026 at 2:36 PM

You should have received the initial payment. Thank you for your help with this.

[Quoted text hidden]

---

**Kevin Dehlinger** <kdehlinger@legaleagleinc.com>  
To: Elspeth Murday <emurday@gmail.com>  
Cc: Alexandria Garraud <agarraud@legaleagleinc.com>

Thu, Aug 6, 2026 at 2:42 PM

Elsbeth,

We received payment. We will get this going for you.

[Quoted text hidden]

[Quoted text hidden]



STATE OF SOUTH CAROLINA

COUNTY OF Richland

COURT OF COMMON PLEAS  
JUDICIAL CIRCUIT

6-CP-400-0467

Elspeth Snow Murday

Pl

vs.

Alanna Snow Murday

Defendant.

ORDER INFORMATION  
AND COVERSHEET

Bond-  
Related  
Motions

|                                                                                                                                                                                                             |  |                                                                                                                                    |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Plaintiff's Attorney:</b><br><u>PO SC</u> , Bar No. _____<br>Address: <u>217 HALL RD, WESTMINSTER, SC 29693</u><br>Phone: <u>425-435-0607</u> Fax _____<br>E-mail: <u>EMURDAY@gmail.com</u> Other: _____ |  | <b>Defendant's Attorney:</b><br><u>W</u> , Bar No. _____<br>Address: _____<br>Phone: _____ Fax _____<br>E-mail: _____ Other: _____ |  |
| <input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and II)                                                                                                    |  | <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)                                          |  |
| <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)                                                                                                                        |  |                                                                                                                                    |  |
| <b>SECTION I: Hearing Information</b>                                                                                                                                                                       |  |                                                                                                                                    |  |
| Nature of Motion: _____                                                                                                                                                                                     |  | Court Reporter Needed: <input type="checkbox"/> YES/ <input type="checkbox"/> NO                                                   |  |
| Estimated Time Needed: _____                                                                                                                                                                                |  |                                                                                                                                    |  |
| <b>SECTION II: Motion/Order Type</b>                                                                                                                                                                        |  |                                                                                                                                    |  |
| <input checked="" type="checkbox"/> Written motion attached                                                                                                                                                 |  |                                                                                                                                    |  |
| <input type="checkbox"/> Form Motion/Order                                                                                                                                                                  |  |                                                                                                                                    |  |
| I hereby move for relief or action by the court as set forth in the attached proposed order.                                                                                                                |  |                                                                                                                                    |  |
| Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff/ <input type="checkbox"/> Defendant                                                                                                 |  | Date submitted <u>6/22/2026</u>                                                                                                    |  |
| <b>SECTION III: Motion Fee</b>                                                                                                                                                                              |  |                                                                                                                                    |  |
| <input type="checkbox"/> PAID - AMOUNT: \$ _____                                                                                                                                                            |  |                                                                                                                                    |  |
| <input type="checkbox"/> EXEMPT: (check reason)                                                                                                                                                             |  |                                                                                                                                    |  |
| <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support                                                                                                                                     |  |                                                                                                                                    |  |
| <input type="checkbox"/> Domestic Abuse or Abuse and Neglect                                                                                                                                                |  |                                                                                                                                    |  |
| <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party                                                                                                            |  |                                                                                                                                    |  |
| <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief                                                                                                      |  |                                                                                                                                    |  |
| <input type="checkbox"/> Motion for Stay in Bankruptcy                                                                                                                                                      |  |                                                                                                                                    |  |
| <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)                                                                                              |  |                                                                                                                                    |  |
| <input type="checkbox"/> Proposed order submitted at request of the court; or,<br>reduced to writing from motion made in open court per judge's instructions                                                |  |                                                                                                                                    |  |
| Name of Court Reporter: _____                                                                                                                                                                               |  |                                                                                                                                    |  |
| <input type="checkbox"/> Other: _____                                                                                                                                                                       |  |                                                                                                                                    |  |
| <b>JUDGE'S SECTION</b>                                                                                                                                                                                      |  |                                                                                                                                    |  |
| <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order.                                                                                                                           |  | JUDGE CODE _____                                                                                                                   |  |
| <input type="checkbox"/> Other: _____                                                                                                                                                                       |  | Date: _____, 20 _____                                                                                                              |  |
| <b>CLERK'S VERIFICATION</b>                                                                                                                                                                                 |  |                                                                                                                                    |  |
| Collected by: <u>pe</u>                                                                                                                                                                                     |  | Date Filed: <u>6/22/2026</u>                                                                                                       |  |
| <input checked="" type="checkbox"/> MOTION FEE COLLECTED: \$ _____                                                                                                                                          |  |                                                                                                                                    |  |
| <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____                                                                                                                                                   |  |                                                                                                                                    |  |



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

MOTION TO ALTER OR

AMEND JUDGMENT

IN THE MATTER OF:

DAVID E. MURDAY (Decedent)

Elsbeth Murday, Appellant,  
v.

CASE NO. 2026-CP-400-0467

Alanna Murday, Respondent.

APPELLATE CASE NO. 2026-001100

**MOTION TO ALTER OR AMEND JUDGMENT, OR IN THE ALTERNATIVE TO  
MODIFY OR STAY APPEAL BOND, AND FOR EXTENSION OF TIME TO POST  
BOND and RENEWED REQUEST FOR DISABILITY ACCOMMODATIONS**

Appellant Elspeth Snow Murday, appearing pro se, respectfully moves this Court pursuant to Rule 59(e), SCRCP, and Rule 241, SCACR, to alter or amend the June 9, 2026 Order Granting Respondent's Expedited Motion for Appeal Bond, or in the alternative to modify or stay that bond order.

This Motion does not ask the Court to revisit the underlying merits of Judge McCulloch's order directing the sale of the property at this time. Instead, it accepts the Court's reasoning that some form of protection may be appropriate while the appeal is pending, but respectfully requests that the Court amend the June 9, 2026 Order as to the amount and form of that protection in light of facts and documentation showing: (1) the Estate already controls assets far exceeding \$50,000 that are attributable to Appellant; (2) a \$50,000 separate bond would cause financial hardship likely to prevent Appellant from exercise of her appellate rights; (3) the Estate's own actions materially contributed to the carrying costs and delay now cited in support of the bond whereas Appellant has made meaningful attempts to mitigate them; and (4) a short clarification concerning disability accommodation is warranted to ensure meaningful access going forward.



Appellant did not receive adequate notice to prepare for the expedited hearing of Jun. 4, 2026, and here presents the concrete evidence which she would have preferred to provide originally.

## **I. PROCEDURAL BACKGROUND**

A Form 4 judgment reflecting that Respondent's motion for an appeal bond was granted in the amount of \$50,000 was electronically filed on June 5, 2026. A formal order granting Respondent's expedited motion for appeal bond was electronically filed on June 9, 2026, requiring Appellant to post the bond within ten days of the filed date of the order.

Under Rule 59(e), SCRCP, a motion to alter or amend must be served within ten days after receipt of written notice of entry of the order. Rule 241, SCACR, provides that requests concerning supersedeas and related relief should ordinarily first be made to the lower court, and recognizes that delay in obtaining a ruling from the lower court may constitute an extraordinary circumstance if later relief is sought in the appellate court.

Appellant respectfully notes that the Court has already exercised substantial discretion by reducing Respondent's requested bond from \$260,000 to \$50,000, which indicates the Court's recognition that the original request exceeded what was reasonably necessary to protect the Estate. In light of the additional evidence now provided—showing Appellant's limited financial means, documented TPD status, litigation-based expenses, and that the Estate already controls assets attributable to Appellant in an amount exceeding the bond—the purposes of security can be met through other existing assets held by the estate without effectively denying appellate review.

For those reasons, Appellant requests that the Court further amend its prior order to reduce the bond to a nominal amount, or in the alternative recognize the Estate's existing control over Appellant's share as sufficient protection during the appeal.

## **II. REASONING AND EVIDENCE**

### **.1. Existing estate-held assets already provide more than adequate security**



The Court's Order explains why it found some security appropriate: because the appeal has prevented the contracted buyers from obtaining title insurance and closing, which in turn exposes the Estate to possible breach, carrying costs, and loss of the sale at appraised value.

The Court also exercised substantial discretion by reducing Respondent's requested bond from \$260,000 to \$50,000 after considering the sale price of the property and the estate's claimed expenses.

The primary question is whether a separate \$50,000 bond is actually necessary in light of the security already under Estate control. Appellant's interim accounting reflects that the Estate holds assets of approximately \$1.2 million (or \$790,000 not including the Whaley Street property) for which Appellant is a 50% beneficiary, therefore Appellant's beneficial share substantially exceeds the amount of the bond the Court set.

Because those assets remain under the control of the Estate and the supervision of the probate and circuit courts, they cannot be concealed, dissipated, or removed by Appellant during the appeal and could simply be withheld from her share by the Personal Representative (subject to appropriate court approval.)

For that reason, the purposes identified in the Court's Order can be satisfied without requiring Appellant to secure a separate \$50,000 bond. If the appeal is unsuccessful and the Estate proves compensable loss properly attributable to the restraint of sale, the Personal Representative can seek to satisfy any such amount from funds otherwise distributable to Appellant. In practical terms, the Estate already possesses the very security the bond is intended to create. Requiring Appellant to post an additional \$50,000 bond on top of Estate-held assets attributable to her is duplicative and far more burdensome than necessary to protect the Estate.

Accordingly, Appellant respectfully requests that the Court amend its Order to provide either that no separate bond is required because the Estate's existing control over



Appellant's distributive share is sufficient security, or, in the alternative, that any additional bond be reduced to a nominal amount reflecting only incremental risk beyond the assets already held by the Estate.

See:

- *Exhibit 1(a) - Interim Accounting*

**2. The current bond amount is effectively unattainable given Appellant's finances**

The June 9 Order already reflects that the Court did not accept Respondent's request for a \$260,000 bond and instead selected a much lower figure.

The additional financial documentation now assembled shows that, even as reduced, a \$50,000 bond still functions as a practical denial of appellate review.

Appellant's 2025 tax return reflects joint adjusted gross income of approximately \$49,200 for a two-person household with significant medical expenses. Appellant also has documented Total and Permanent Disability status and no independent earned income sufficient to obtain a bond of this size. In addition, Appellant has already incurred more than \$8,000 of her own litigation-related expenses during this dispute; this has consumed a significant portion of the household's available resources. These facts do not eliminate the Court's discretion to require security, but they strongly support altering the amount and form of security so that it protects the Estate without foreclosing review in practice.

A further example of depleted liquidity arises from the Estate's handling of Decedent's truck. Appellant was presented with a private agreement under which the cost of the truck would be taken specifically from the proceeds of sale of Whaley Street rather than from Appellant's broader share of the Estate, forcing Appellant to either retain her position regarding the house or to pay cash for the truck. Appellant therefore paid more than \$9,300 in cash to keep the truck without relinquishing her position as to Whaley



Street. Given the household income described above and Appellant's other litigation-related expenses, that forced cash outlay materially reduced the liquid funds now available to address any bond requirement.

In light of these facts, a separate \$50,000 bond does not meaningfully increase the Estate's security; however, it does impose a condition Appellant cannot realistically satisfy. A materially lower bond, or reliance on estate-held assets instead of a separate bond, still protects the Estate while preserving meaningful access to appellate review.

See:

- *Exhibit 2(a) - 2025 Joint Tax Return*
- *Exhibit 2(b) - Litigation expenses shouldered solely by Appellant*
- *Exhibit 2(c) - Private agreement for truck purchase*
- *Exhibit 2(d) - Federally adjudicated total & permanent disability*

**3. The Estate declined repeated opportunities to minimize the costs now cited in support of bond**

The Court's Order relied in part on the Estate's exposure to further carrying costs and potential loss of the existing sale.

Contrary to assertions made by the Estate, timeline materials show that the Estate repeatedly declined opportunities to avoid or reduce the very expenses now invoked as grounds for the bond.

Appellant's timeline reflects repeated attempts over several months to obtain enough information to evaluate and complete a purchase of 828 Whaley Street, including requests for the value of the Hilton Head property, the amount of Appellant's share of the Estate, appraisal access, repair information, and timing information. The materials also show that Appellant repeatedly expressed the intent to purchase if financially feasible through the Estate; proposed alternatives to avoid further conflict; requested that the



property not be listed before the appraisal process was completed; and even offered concessions designed to minimize ongoing carrying costs or prevent litigation entirely. The estate was also made aware that retention of the house was medically necessary, so Appellant would make every attempt to retain it. Yet the Estate listed the property while Appellant was still attempting to obtain appraisal access and sold it to a third party before providing key valuation information, and before Appellant received a concrete numerical figure for her portion of the Estate. A sale for the full appraised value of the home could have been completed nearly one year ago, had any representative of the Estate provided information assuring Appellant that her portion of the estate would cover the expense.

This also refutes the Estate's argument that it is at risk of losing a sale for the home's full appraised value. Appellant has expressed nothing but consistent intent to purchase, even if paying above appraised value was the only means offered, and she can clearly complete a purchase at the full appraised value from her share of the Estate.

Those facts do not negate the Court's authority to require some protection while the appeal is pending. They do, however, weigh strongly against treating all ongoing carrying costs, delay, or contractual risk as if they were created solely by Appellant's appeal. The Estate voluntarily chose a course which made dispute and appellate review reasonably foreseeable, while refusing to accept many concessions Appellant has offered. It has treated her efforts to indemnify the Estate as a source of liability which she has created; in reality, the Estate's well-informed choices created the present source of liability whereas Appellant has reacted from medical necessity and with ample evidence of good faith. That history supports a lower bond, not because the Court must revisit the merits of the probate ruling, but because equity does not support loading Appellant with many—if any—of the costs in this case. These materials were largely presented at the original probate hearing, but not as an easily-digestible timeline, which may have caused reliance upon the private agreement exhibited by the Estate without appropriate context.

See:



- *Exhibit 3(a) - Communication Exhibit Timeline and Summaries, 2 pages.*
- *Exhibits 3(c-v) - Communications, 34 pages.*

Appellant also requests that disputed factual assertions should be supported by proof, and requests that the Court otherwise discount them. Appellant made a single call of approximately four minutes to the buyers for the purposes of offering to personally repay their earnest money and moving expenses accrued in the six days since they had signed a contract—any other assertions regarding Appellant's contact should be supported by call or text logs.

See:

*Exhibit 3(r): Log showing single call to buyer(s); documented attempt to personally repay buyer's earnest money, which was declined.*

#### **4. Limited request concerning disability accommodation**

Appellant also respectfully renews a narrow request that the Court consider reasonable accommodation for future deadlines and appearances. Appellant has previously advised the Court that documented disability substantially affects speech, reading speed, motor function, travel planning, and the ability to respond quickly to sudden filings, particularly under stress.

On April 16, 2026, Appellant submitted a request for the following accommodations:

- **Electronic Communication:** Appellant requests the ability to serve and receive documents via email or another electronic system (e.g. fax) to compensate for mobility issues which impede the use of physical mail and in-person filing.
- **Extended Deadlines:** Barring cases where email has been granted as an accommodation, Appellant requests a standing enlargement of time (**Rule 6(b), SCRCP**) of ten days for all responses to mail-served documents in order to account for her physical limitations in sending and receiving mail.
- **Virtual Participation:** Appellant requests that all future hearings be held via virtual platform to avoid the physical burdens of travel and "passing" for hours at a time.

As a result of the June 4, 2026, hearing, she adds one further:

- **Clock Starts Upon Receipt:** That her extended filing periods will begin upon receipt of a motion, order, or other filing by paper mail. While electronic filing helps her avoid travel



which can be unsafe and detrimental, timely receipt of a physical letter from the Court or Estate by paper mail is a way which her husband can reasonably monitor important communications and alert her of upcoming deadlines at times she cannot read or use a computer.

Appellant is not requesting advance forgiveness for lateness or noncompliance, and does not believe that this filing is untimely. Appellant requests only that, as further hearings or deadlines will almost certainly arise, the Court grant the reasonable and relatively modest measures she has requested in light of the severity and type of her disabilities.

These accommodations should reduce the amount that Appellant will find it necessary to ask for exceptions, as her neurological disabilities are varied in duration, severity, and type, but can generally be overcome given sufficient time to adapt or to secure help. She would prefer to seek these accommodations properly, in advance, to continue demonstrating compliance with the Court and its procedures to the best of her ability.

See:

*Exhibit 4(a) - Original request for disability accommodations*

*Exhibit 4(b) - A small packet of records from multiple medical providers attesting symptoms as described above, beginning more than ten years ago*

### **III. Prayer for Relief**

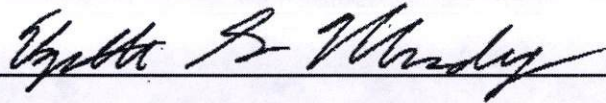
Wherefore, Appellant respectfully requests that this Court:

1. Alter or amend the June 9, 2026 order granting an appeal bond;
2. Vacate the \$50,000 bond requirement as unnecessary in light of the Estate's existing control over assets attributable to Appellant, or reduce it to a nominal amount;
3. Stay enforcement of the bond requirement while this motion is pending;



4. Extend the deadline to post any bond until after entry of an order on this motion consistent with any disability accommodations the Court grants;
5. Permit Appellant additional time and remote means to submit supporting evidence if necessary;
6. Review and grant Appellant's accommodation requests; and
7. Grant such other relief as the Court deems just and proper.

Respectfully Submitted,



**Elspeth S. Murday** Appellant, Pro Se

June 22, 2026

217 Hall Rd.  
Westminster, SC 29693  
425.435.0607



STATE OF SOUTH CAROLINA

COUNTY OF: RICHLAND

IN THE MATTER OF:  
DAVID EDWARD MURDAY  
(Decedent)

IN THE PROBATE COURT

ACCOUNTING

CASE NUMBER: 2025-ES-40-00281



FINAL



INTERIM #

1

The undersigned Personal Representative(s) submits this accounting, which covers the period from 05/13/2025 through 12/30/2025.

The documentation on the following page(s) of this form sets forth a complete accounting for the period specified, which is summarized as follows:

Beginning Balance from Inventory(ies) or  
prior Interim Accounting, if applicable

\$878,719.65

Plus: Receipts  
(Rent, Refunds, Dividends, Interest, etc.)

\$334,904.22

Subtotal

\$1,213,623.87

Less: Disbursements and Distributions

\$424,426.22

Ending Balance

\$789,197.65

The Personal Representative(s) declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this 5<sup>th</sup> day of  
January, 20 26

Notary Public for New Jersey

My Commission Expires: 03-11-2027

Signature: Alanna Murday

Print Name: Alanna Snow Murday

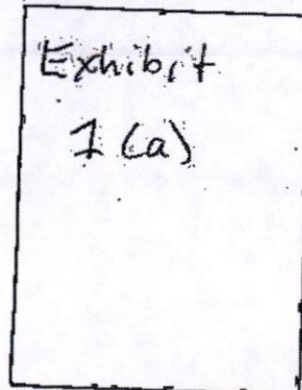
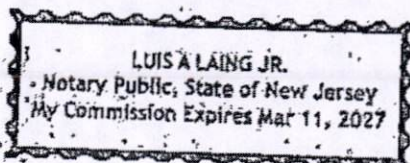
Address: 275 5<sup>th</sup> St., Apt. 1  
Jersey City, NJ 07302

Telephone (Work):

(Home):

(Cell): 732-908-9458

Email: amurday@gmail.com





| INVENTORY PROBATE ASSETS & RECEIPTS<br>(probate assets received into estate) |                     | DISBURSEMENTS & DISTRIBUTIONS<br>(probate assets disbursed/paid out from estate) |                     |
|------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------|---------------------|
| Hilton Head condo rental income                                              | \$17,545.95         | Value of Hilton Head property listed on I&A                                      | \$350,800.00        |
| Sale of camper                                                               | \$14,100.00         | Value of wine collection listed on I&A                                           | \$1,250.00          |
| Trip insurance refunds                                                       | \$4,416.69          | Small home repairs for Whaley Street                                             | \$752.13            |
| Sale of USC basketball tickets                                               | \$330.00            | Electric locks and installation                                                  | \$580.04            |
| IRS refund (SC)                                                              | \$1,215.00          | New appliances                                                                   | \$1,774.75          |
| IRS refund (federal)                                                         | \$3,648.12          | Estate filing supplies                                                           | \$33.76             |
| CDs from Bank of America                                                     | \$13,826.48         | Attorney's fees and costs                                                        | \$6,050.00          |
| Loose change from Whaley Street                                              | \$42.00             | Funeral expenses                                                                 | \$11,467.48         |
| University of South Carolina                                                 | \$205.83            | City of Columbia water bills                                                     | \$474.81            |
| USAA reimbursement                                                           | \$104.00            | HHBTR regime fees                                                                | \$7,210.00          |
| Sale of desktop speakers                                                     | \$40.00             | Dominion Energy bill for Whaley Street                                           | \$2,012.54          |
| Sale of wine collection                                                      | \$625.00            | T-Mobile phone and internet                                                      | \$595.00            |
| USAA auto dividend                                                           | \$98.59             | Maintenance and gas for Colorado                                                 | \$142.83            |
| Proceeds from sale of Hilton Head property                                   | \$278,706.56        | Palmetto Electric Coop for HHBTR                                                 | \$1,362.00          |
|                                                                              |                     | TaxAct (filing 2024 taxes)                                                       | \$172.78            |
|                                                                              |                     | Town of Hilton Head rental application                                           | \$124.80            |
|                                                                              |                     | Trip insurance refund to Claire Prince                                           | \$1,424.23          |
|                                                                              |                     | Pablo Cruz (repairs to Whaley Street)                                            | \$18,500.00         |
|                                                                              |                     | Glen Wright (lawn service)                                                       | \$900.00            |
|                                                                              |                     | Hilton Head condo insurance                                                      | \$1,210.00          |
|                                                                              |                     | Office Depot                                                                     | \$38.01             |
|                                                                              |                     | Fedex                                                                            | \$82.00             |
|                                                                              |                     | Whaley Street appraisal                                                          | \$400.00            |
|                                                                              |                     | TD service charge for account                                                    | \$3.00              |
|                                                                              |                     | Path of Life Nutrition (1/7/25 visit)                                            | \$112.50            |
|                                                                              |                     | Vehicle tax for Colorado                                                         | \$332.73            |
|                                                                              |                     | HHBTR work orders                                                                | \$894.81            |
|                                                                              |                     | AAA annual renewal for Colorado                                                  | \$142.00            |
|                                                                              |                     | Auto Insurance for Colorado                                                      | \$799.45            |
|                                                                              |                     | Homeowner's insurance for Whaley Street                                          | \$2,022.02          |
|                                                                              |                     | Packing, moving, and storage fees                                                | \$746.42            |
|                                                                              |                     | Sullivan Contracting (repairs to Whaley Street)                                  | \$5,650.00          |
|                                                                              |                     | Termite inspection                                                               | \$250.00            |
|                                                                              |                     | Bluffton Electric - HHTB repair                                                  | \$223.00            |
|                                                                              |                     | Flights and car rentals for Alanna                                               | \$4,995.03          |
|                                                                              |                     | Property tax for Whaley Street                                                   | \$898.10            |
| <b>TOTAL</b>                                                                 | <b>\$334,904.22</b> | <b>TOTAL</b>                                                                     | <b>\$424,426.22</b> |



For the year Jan. 1–Dec. 31, 2025, or other tax year beginning , 2025, ending , 20 See separate instructions.

☐ Filed pursuant to section 301.9100-2 ☐ Combat zone ☐ Deceased ☐ Spouse

|                                                                                                              |  |                                       |                          |
|--------------------------------------------------------------------------------------------------------------|--|---------------------------------------|--------------------------|
| Your first name and middle initial<br><b>ELSPETH S</b>                                                       |  | Last name<br><b>MURDAY</b>            |                          |
| If joint return, spouse's first name and middle initial<br><b>ANTONIO CARLOS</b>                             |  | Last name<br><b>FERNANDES MARQUES</b> |                          |
| Home address (number and street). If you have a P.O. box, see instructions.<br><b>217 HALL RD.</b>           |  |                                       | Apt. no.                 |
| City, town, or post office. If you have a foreign address, also complete spaces below.<br><b>WESTMINSTER</b> |  | State<br><b>SC</b>                    | ZIP code<br><b>29693</b> |
| Foreign country name                                                                                         |  | Foreign postal code                   |                          |

*Exhibit 2(a)*

**Filing Status** ☐ Single ☐ Head of household (HOH) ☐ Qualifying surviving spouse (QSS)

Check only one box. ☒ Married filing jointly (even if only one had income) ☐ Married filing separately (MFS). Enter spouse's SSN above and full name here: ☐ If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required):

If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent:

**Digital Assets** At any time during 2025, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No

| Dependents                                         | Dependent 1                                                                                          | Dependent 2                                                                                          | Dependent 3                                                                                          | Dependent 4                                                                                          |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| (1) First name                                     |                                                                                                      |                                                                                                      |                                                                                                      |                                                                                                      |
| (2) Last name                                      |                                                                                                      |                                                                                                      |                                                                                                      |                                                                                                      |
| (3) SSN                                            |                                                                                                      |                                                                                                      |                                                                                                      |                                                                                                      |
| (4) Relationship                                   |                                                                                                      |                                                                                                      |                                                                                                      |                                                                                                      |
| (5) Check if lived with you more than half of 2025 | (a) <input type="checkbox"/> Yes<br>(b) <input type="checkbox"/> And in the U.S.                     | (a) <input type="checkbox"/> Yes<br>(b) <input type="checkbox"/> And in the U.S.                     | (a) <input type="checkbox"/> Yes<br>(b) <input type="checkbox"/> And in the U.S.                     | (a) <input type="checkbox"/> Yes<br>(b) <input type="checkbox"/> And in the U.S.                     |
| (6) Check if                                       | <input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently and totally disabled | <input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently and totally disabled | <input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently and totally disabled | <input type="checkbox"/> Full-time student <input type="checkbox"/> Permanently and totally disabled |
| (7) Credits                                        | <input type="checkbox"/> Child tax credit <input type="checkbox"/> Credit for other dependents       | <input type="checkbox"/> Child tax credit <input type="checkbox"/> Credit for other dependents       | <input type="checkbox"/> Child tax credit <input type="checkbox"/> Credit for other dependents       | <input type="checkbox"/> Child tax credit <input type="checkbox"/> Credit for other dependents       |

☐ Check if your filing status is MFS or HOH and you lived apart from your spouse for the last 6 months of 2025, or you are legally separated according to your state law under a written separation agreement or a decree of separate maintenance and you did not live in the same household as your spouse at the end of 2025.

|               |                                                                                                                                                                    |            |                 |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|
| <b>Income</b> | <b>1a</b> Total amount from Form(s) W-2, box 1 (see instructions)                                                                                                  | <b>1a</b>  | <b>44,350.</b>  |
|               | <b>b</b> Household employee wages not reported on Form(s) W-2                                                                                                      | <b>1b</b>  |                 |
|               | <b>c</b> Tip income not reported on line 1a (see instructions)                                                                                                     | <b>1c</b>  |                 |
|               | <b>d</b> Medicaid waiver payments not reported on Form(s) W-2 (see instructions)                                                                                   | <b>1d</b>  |                 |
|               | <b>e</b> Taxable dependent care benefits from Form 2441, line 26                                                                                                   | <b>1e</b>  |                 |
|               | <b>f</b> Employer-provided adoption benefits from Form 8839, line 31                                                                                               | <b>1f</b>  |                 |
|               | <b>g</b> Wages from Form 8919, line 6                                                                                                                              | <b>1g</b>  |                 |
|               | <b>h</b> Other earned income (see instructions). Enter type and amount:                                                                                            | <b>1h</b>  |                 |
|               | <b>i</b> Nontaxable combat pay election (see instructions)                                                                                                         | <b>1i</b>  |                 |
|               | <b>z</b> Add lines 1a through 1h                                                                                                                                   | <b>1z</b>  | <b>44,350.</b>  |
|               | <b>2a</b> Tax-exempt interest                                                                                                                                      | <b>2a</b>  |                 |
|               | <b>3a</b> Qualified dividends                                                                                                                                      | <b>3a</b>  |                 |
|               | <b>c</b> Check if your child's dividends are included in <b>1</b> <input type="checkbox"/> Line 3a <b>2</b> <input type="checkbox"/> Line 3b                       | <b>2</b>   |                 |
|               | <b>4a</b> IRA distributions                                                                                                                                        | <b>4a</b>  |                 |
|               | <b>c</b> Check if (see instructions) <b>1</b> <input type="checkbox"/> Rollover <b>2</b> <input type="checkbox"/> QCD <b>3</b> <input type="checkbox"/>            | <b>2</b>   |                 |
|               | <b>5a</b> Pensions and annuities                                                                                                                                   | <b>5a</b>  | <b>294,918.</b> |
|               | <b>c</b> Check if (see instructions) <b>1</b> <input checked="" type="checkbox"/> Rollover <b>2</b> <input type="checkbox"/> PSO <b>3</b> <input type="checkbox"/> | <b>2</b>   |                 |
|               | <b>6a</b> Social security benefits                                                                                                                                 | <b>6a</b>  |                 |
|               | <b>c</b> If you elect to use the lump-sum election method, check here (see instructions)                                                                           | <b>6b</b>  |                 |
|               | <b>d</b> If you are married filing separately and lived apart from your spouse the entire year (see inst.), check here <input type="checkbox"/>                    | <b>7a</b>  | <b>0.</b>       |
|               | <b>7a</b> Capital gain or (loss). Attach Schedule D if required                                                                                                    | <b>7a</b>  | <b>0.</b>       |
|               | <b>b</b> Check if: <input type="checkbox"/> Schedule D not required <input type="checkbox"/> Includes child's capital gain or (loss)                               | <b>8</b>   | <b>-762.</b>    |
|               | <b>8</b> Additional income from Schedule 1, line 10                                                                                                                | <b>9</b>   | <b>49,188.</b>  |
|               | <b>9</b> Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7a, and 8. This is your total income                                                                                    | <b>10</b>  | <b>0.</b>       |
|               | <b>10</b> Adjustments to income from Schedule 1, line 26                                                                                                           | <b>11a</b> | <b>49,188.</b>  |
|               | <b>11a</b> Subtract line 10 from line 9. This is your adjusted gross income                                                                                        |            |                 |

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a Form W-2, see instructions.

Attach Sch. B if required.



| Exhibit 2(b) | Litigation Expenses Shouldered Solely by Appellant    |         |                                      |
|--------------|-------------------------------------------------------|---------|--------------------------------------|
| date         | description                                           | amount  | category                             |
| 2025-11-26   | RULA HEALTH SANFORD NC                                | -30     | medical                              |
| 2025-11-28   | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC            | -11.13  | gasoline                             |
| 2025-11-28   | MOVINGHELP.COM 2727 N CENTRAL AVE PHOENIX AZ          | -145.93 | moving services                      |
| 2025-11-28   | SHELL OIL 539180003QPS COLUMBIA SC                    | -25.48  | gasoline                             |
| 2025-11-29   | U-HAULDIVYAMAHANT LLC 2015 STATE ST CAYCE SC          | -367.27 | U-Haul / truck rental                |
| 2025-11-29   | TST*BOURBON 1214 Main St Columbia SC                  | -27     | coffee / food                        |
| 2025-11-30   | HOMEDPOT.COM 2455 PACES FERRY ROAD                    | -210.94 | home improvement / supplies          |
| 2025-11-30   | HOMEDPOT.COM 2455 PACES FERRY ROAD                    | -210.94 | home improvement / supplies          |
| 2025-11-30   | U-HAULSTRICTLY NEON 1637 W CURRAHEE ST TOCCOA GA      | -9.74   | U-Haul / truck rental                |
| 2025-11-30   | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTER | -29     | storage unit                         |
| 2025-11-30   | RULA HEALTH SANFORD NC                                | -30     | medical                              |
| 2025-12-01   | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC            | -70.42  | gasoline                             |
| 2025-12-02   | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC            | -22.85  | gasoline                             |
| 2025-12-01   | RULA HEALTH SANFORD NC                                | -30     | medical                              |
| 2025-12-02   | EARTH FARE COL220 3312-B DEVINE STREET COLUMBIA SC    | -16     | groceries                            |
| 2025-12-02   | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC            | -35.52  | gasoline                             |
| 2025-12-03   | THE UPS STORE 3137 4711 FOREST DR COLUMBIA SC         | -9      | shipping / copies                    |
| 2025-12-03   | RULA HEALTH SANFORD NC                                | -30     | medical                              |
| 2025-12-04   | HOMEDPOT.COM 2455 PACES FERRY ROAD                    | -21.17  | moving supplies                      |
| 2025-12-04   | HOMEDPOT.COM 2455 PACES FERRY ROAD                    | -418.54 | moving supplies                      |
| 2025-12-04   | THE HOME DEPOT #1130 1614 SANDIFER BLVD SENECA SC     | -120.39 | moving supplies                      |
| 2025-12-04   | HOMEDPOT.COM 2455 PACES FERRY ROAD                    | -686.25 | moving supplies                      |
| 2025-12-10   | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTER | -74     | storage unit                         |
| 2025-12-31   | AMAZON.COM                                            | -30.73  | printer paper                        |
| 2026-01-16   | USPS PO 4593600693 WESTMINSTER SC                     | -33.4   | USPS / mailing                       |
| 2026-01-20   | SQSP* WORKSP#218641901 225 Varick St NEW YORK         | -17.81  | online services (AI/data)            |
| 2026-01-24   | THE UPS STORE 3128 273 APPLEWOOD CENTER PL SENECA SC  | -41.89  | shipping / copies                    |
| 2026-01-25   | GOOGLE *Google One 1600 Amphitheatre Parkw            | -3.17   | cloud storage (AI/data)              |
| 2026-01-27   | GOOGLE *Ventusky Weath 1600 Amphitheatre Parkw        | -3.99   | online services                      |
| 2026-01-30   | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTER | -74     | storage unit                         |
| 2026-02-03   | RULA HEALTH SANFORD NC                                | -30     | medical                              |
| 2026-02-04   | SupportPDFfiller.com 17 Station st                    | -96     | online services (documents)          |
| 2026-02-07   | PUBLIX 501 GERVAIS STREET COLUMBIA SC                 | -24.75  | coffee / food                        |
| 2026-02-10   | SupportPDFfiller.com 17 Station st                    | -96     | online services (documents)          |
| 2026-02-12   | PUBLIX 501 GERVAIS STREET COLUMBIA SC                 | -44.94  | coffee / food                        |
| 2026-02-13   | SHELL SERVICE S PELZER SC                             | -42.19  | gasoline                             |
| 2026-02-20   | SQSP* WORKSP#222956190 225 Varick St NEW YORK         | -17.81  | online services (AI/data)            |
| 2026-02-25   | GOOGLE *Google One 1600 Amphitheatre Parkw            | -3.17   | cloud storage (AI/data)              |
| 2026-02-27   | USPS PO 4518210202 COLUMBIA SC                        | -27.55  | USPS / mailing                       |
| 2026-02-27   | ATM Withdrawal ALLSOUTH F 701 MAIN STREET COLUMBIA SC | -40     | filing fees                          |
| 2026-02-28   | 7-ELEVEN 1645 Easley Hwy Pelzer SC                    | -15.15  | coffee / food                        |
| 2026-03-01   | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTER | -74     | storage unit                         |
| 2026-03-16   | BOUNTYLAND 702 WALHALLA                               | -29.67  | gasoline                             |
| 2026-03-16   | BOUNTYLAND 702 WALHALLA                               | -21.07  | gasoline                             |
| 2026-03-19   | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC            | -43.39  | gasoline                             |
| 2026-03-23   | BOUNTYLAND 710 WESTMINSTER                            | -53.95  | gasoline                             |
| 2026-03-24   | VIOC GO0014 451 BYPASS 123 SENECA SC                  | -64.88  | automotive (car only used for trips) |
| 2026-03-25   | GOOGLE *Google One 1600 Amphitheatre Parkw            | -3.17   | cloud storage (AI/data)              |
| 2026-03-25   | MOORE'S WINE & WHISKEY 446 BYPASS 123 STE A SENECA    | -58.29  | restaurant / supplies                |
| 2026-03-25   | ATM Withdrawal ALLSOUTH F 701 MAIN STREET COLUMBIA SC | -40     | filing fees                          |
| 2026-03-26   | City of Columbia, SC 128 S Tryon St Ste 1000          | -0.77   | government fee                       |

Exhibit  
2 (b)



|            |                                                                               |          |                           |
|------------|-------------------------------------------------------------------------------|----------|---------------------------|
| 2026-03-27 | TEXACO 0387418 102 WALHALLA RD., WESTMINSTER SC                               | -60.01   | gasoline                  |
| 2026-03-29 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC                                    | -57.64   | gasoline                  |
| 2026-03-29 | BOJANGLES 1374 19005 HWY 72 E CLINTON SC                                      | -14.49   | coffee / food             |
| 2026-03-30 | STARBUCKS STORE 67957 40 E Corporate Cr Dr CLINTON SC                         | -9.46    | coffee / food             |
| 2026-03-30 | U-HAULRED DOOR STORAGE 7615 GARNERS FERRY RD COLUM                            | -133.92  | U-Haul / storage          |
| 2026-03-30 | BOUNTYLAND 710 WESTMINSTER                                                    | -61.53   | gasoline                  |
| 2026-03-31 | STARBUCKS STORE 67957 40 E Corporate Cr Dr CLINTON SC                         | -16.56   | coffee / food             |
| 2026-03-31 | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTE                          | -74      | storage unit              |
| 2026-04-04 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC                                    | -59.06   | gasoline                  |
| 2026-04-06 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC                                    | -2.42    | gasoline                  |
| 2026-04-06 | PUBLIX 501 GERVAIS STREET COLUMBIA SC                                         | -14.21   | groceries                 |
| 2026-04-06 | USPS PO 4518210202 COLUMBIA SC                                                | -51.41   | USPS / mailing            |
| 2026-04-06 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC                                    | -49.94   | gasoline                  |
| 2026-04-20 | SQSP* WORKSP#231142637 225 Varick St NEW YORK                                 | -17.81   | online services (AI/data) |
| 2026-04-25 | GOOGLE *Google One 1600 Amphitheatre Parkw                                    | -3.17    | cloud storage (AI/data)   |
| 2026-04-25 | MED*PRISMA 3330 CUMBERLAND BLV ATLANTA GA                                     | -60      | medical                   |
| 2026-04-30 | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTE                          | -74      | storage unit              |
| 2026-05-06 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC                                    | -59.88   | gasoline                  |
| 2026-05-07 | USPS PO 4518210202 COLUMBIA SC                                                | -14.31   | USPS / mailing            |
| 2026-05-08 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SC                                    | -71.58   | gasoline                  |
| 2026-05-16 | MED*PRISMA 3330 CUMBERLAND BLV ATLANTA GA                                     | -30      | medical                   |
| 2026-05-18 | SCGOV DMV 13009 S RADIO STATION RD SENECA SC                                  | -16.26   | DMV fee (temp plate)      |
| 2026-05-20 | SQSP* WORKSP#235196141 225 Varick St NEW YORK                                 | -17.81   | online services (AI/data) |
| 2026-05-25 | GOOGLE *Google One 1600 Amphitheatre Parkw                                    | -3.17    | cloud storage (AI/data)   |
| 2026-05-27 | LEGAL EAGLE 107 LEGRAND BOULEVARD GREENVILLE SC                               | -57.32   | legal supplies / services |
| 2026-05-30 | PY *STORAGE SENSE - WE 2254 SANDIFER BLVD WESTMINSTE                          | -74      | storage unit              |
| 2026-06-04 | SPINX #159 1102 E. MAIN ST. WESTMINSTER SCUS                                  | -46.57   | gasoline                  |
| 2026-06-04 | AMAZON.COM                                                                    | -19.53   | sharpies                  |
| 2026-06-08 | GOOGLE *Perplexity Ask 1600 Amphitheatre ParkwMountain ViewC                  | -19.99   | online services (AI/data) |
| 2026-06-10 | PSYCHPLUS.COM 7877 Willow Chase Blvd HOUSTON TXUS                             | -150     | medical                   |
| 2026-06-20 | SQSP* WORKSP#239289116 225 Varick St NEW YORK N                               | -17.81   | online services (AI/data) |
| 2026-06-21 | LEGAL EAGLE 107 LEGRAND BOULEVARD GREENVILLE SC                               | -52.91   | legal supplies / services |
| 2026-08-22 | Mileage reimbursement for 16 round trips<br>Westminster-Columbia @ \$0.725/ml | -3596    | mileage (16 trips)        |
|            |                                                                               | -8640.08 |                           |



**EXHIBIT 2(c) - Private agreement for truck purchase, relevant section highlighted; full document as Exhibit 3(t)**

property, desire to make a Private Agreement for disposition of the estate personal property as permitted by S.C. Code Ann. § 62-3-912.

NOW THEREFORE, this Private Agreement among beneficiaries, as authorized by S.C. Code Ann. § 62-3-912:

For and in consideration of the mutual promises and One Dollar (\$1.00) paid by each of the undersigned to the other, the receipt and sufficiency of which are hereby acknowledged, the undersigned represent and agree as follows:

1. Decedent's 2016 Chevrolet Colorado (VIN: 1GCGSCE30G1154581) ("Decedent's truck") will be sold to Elspeth Snow Murday. The purchase price is nine thousand three hundred thirty and 00/100 (\$9,330.00) dollars.
2. Alanna Snow Murday will receive an additional four thousand six hundred sixty-five and 00/100 (\$4,665.00) dollars from Elspeth Snow Murday's share of the proceeds from the sale of Decedent's real property located at 828 Whaley Street, Columbia, SC 29201 (TMS: R08913-08-02) as payment from Elspeth Snow Murday for Decedent's truck.
3. The undersigned all declare and agree that they have freely and voluntarily entered into this agreement and have the opportunity to consult with legal counsel of their choice. The undersigned further declare and agree that, for the purpose of this Private Agreement, William H. Edwards is the attorney for Alanna Snow Murday, in her role as Personal Representative.
4. The undersigned all declare and agree that they are aware that pursuant to S.C. Code § 62-3-912, private agreements are subject to the rights of creditors and taxing authorities.
4. The undersigned further agree that each of the undersigned may sign a separate copy of this Private Agreement and that the signature of all of the undersigned on separate but identical counterpart originals of this Private Agreement shall constitute a single Private Agreement.
5. The undersigned further agree that this agreement shall relate back and shall ratify any act of the Personal Representative, including the distribution of property and the execution and recording of any deeds, deeds of distribution, or any other documents related to this estate consistent with the terms of this agreement.

Exhibit  
2(c)





U.S. Department of Education  
Information about your federal student loans

P.O. Box 87130  
Lincoln, NE 68501-7130

Total and Permanent Disability Servicing Unit

ELSPETH MURDAY  
217 HALL RD  
WESTMINSTER, SC 29693-1505

T14

April 27, 2021

Account Number: 2148066

Dear ELSPETH MURDAY,

As we informed you in a previous letter, the U.S. Department of Education (the Department) discharged your William D. Ford Federal Direct Loan (Direct Loan) Program loan, Federal Family Education Loan (FFEL) Program loan, Federal Perkins Loan (Perkins Loan) Program loan, and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation due to your total and permanent disability. Throughout this letter, we use the term "loan" to refer to one or more loans. In addition, we use the terms "you" and "your" to refer to the disabled individual who received a discharge, ELSPETH MURDAY.

Nelnet assists the Department in administering the TPD discharge process, and we have been communicating with you on behalf of the Department concerning your discharge request.

A post-discharge monitoring period was in effect for three years from the discharge date. You have fully met the requirements of the three-year post-discharge monitoring period and are no longer subject to further monitoring.

#### WHAT YOU NEED TO KNOW

We will continue to report your loan to consumer reporting agencies as discharged.

Exhibit  
2(d)



If you ever return to school, please note that you are not eligible to receive a new Direct Loan, Perkins Loan, or TEACH Grant in the future unless:

- You obtain a certification from a physician that you are able to engage in substantial gainful activity; and
- You sign a statement acknowledging that the new loan or TEACH Grant service obligation cannot be discharged in the future on the basis of any injury or illness present at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled

#### **HOW TO CONTACT US:**

Written correspondence can be sent to:

U.S. Department of Education  
P.O. Box 87130  
Lincoln, NE 68501-7130

---

In addition, you can visit [DisabilityDischarge.com](http://DisabilityDischarge.com) to check the status of your discharge application, upload any supporting documentation that we may request from you, and/or update your personal information.

If you have questions, please visit our website [DisabilityDischarge.com](http://DisabilityDischarge.com) or email us at [DisabilityInformation@nelnet.net](mailto:DisabilityInformation@nelnet.net). You may also contact us at 888.303.7818 Monday through Friday from 8 a.m. to 8 p.m. (Eastern).

Sincerely,

Nelnet Total and Permanent Disability Services



Exhibit  
3(a)  
2 pages

## **Exhibit 3(a): COMMUNICATIONS EXHIBIT TIMELINE AND SUMMARIES**

2025

**Exhibit 3(b)** - July 8 - email from Alanna (original PR) stating mortgage or cash required to purchase Whaley Street; pg. 1

**Exhibit 3(c)** - July 10 - texts with Alanna confirming Appellant's intent to purchase; pg. 2

**Exhibit 3(d)** - July 22 - texts with Alanna offering to transfer Whaley Street utilities to Appellant's name; pg. 3

**Exhibit 3(e)** - August 7-12 - texts with Alanna reconfirming Appellant's intent to purchase and Alanna's receipt of this information; pg. 4

**Exhibit 3(f)** - September 23 - texts with Alanna requesting concrete financial information and communication / conversation in lieu of a court case; Don's involvement referenced; Alanna says all further conversation should go through Estate attorney; pg. 5

**Exhibit 3(g)** - September 23 - email to Don (alt / current PR) explaining issues, outlining various compromises or solutions, appeal to help settle out of court; unanswered; pg. 6-7

**Exhibit 3(h)** - September 23 - email to Estate explaining they are Appellant's only source of information going forward, requesting concrete financial details which will enable her to proceed with purchase the property; pg. 8-10

**Exhibit 3(i)** - September 24 - private agreement sent from Estate, again specifying that cash or loan will be needed but not specifying exact amount; pg. 11-12

**Exhibit 3(j)** - October 4 - messaging with Mom about Don not responding to anything; pg. 13

**Exhibit 3(k)** - October 8 - email to Estate requesting list of improvements to property and date for Appellant's appraisal; pg. 14

**Exhibit 3(l)** - October 13 - email from Estate stating mortgage will be needed for Whaley Street if Appellant cannot pay cash; Appellant attempts to personally review and record improvements; pg. 15

**Exhibit 3(m)** - October 13 - email to Estate documenting verbal conversation which made it clear Appellant needed the home for medical reasons and was open to any solution which permitted her to retain the property, requesting the home not be put on market and significant warning if it were to be, offering top dollar value for house in writing, specifying TPD status and inability to obtain mortgage without income, and specifying nature and severity of medical harm; pg. 16



**Exhibit 3(n)** - October 15-24 - emails to Estate again requesting date for Appellant's appraisal; private agreement period is already closed; email from Estate stating Appellant has the right to her own appraisal; Appellant attempts to proceed with steps for purchase; pg. 17-21

**Exhibit 3(o)** - October 20 - email from Estate to Alanna requesting list Appellant asked for on Oct. 8; private agreement period is already several weeks closed by the time it is received on Oct 23; pg. 22

**Exhibit 3(p)** - October 31 - email to Estate informing them of an appraisal date scheduled to their specifications; pg. 23

**Exhibit 3(q)** - November 7 - property sold to a third party before beneficiary's appraisal can occur; pg. 24

**Exhibit 3(r)** - November 11-18 - single call to buyers plus written record of offer made and declined; pg. 25

**Exhibit 3(s)** - November 13 - email from Estate offering truck purchase agreement contingent upon Appellant permitting sale of Whaley Street to third party; acknowledges this private agreement is "against what the Will states"; pg. 26

**Exhibit 3(t)** - November 13 - private agreement from Estate specifying truck purchase from proceeds of Whaley Street sale rather than total Estate portion; pg. 27-30

**Exhibit 3(u)** - November 18 - Don calls Appellant and Appellant's mother to explicitly inform them he is working on behalf of Alanna, not on behalf of Appellant, and that Alanna has been following his advice and instructions toward sale of the home; pg. 31

2026

**Exhibit 3(v)** - January 11 - interim accounting provided, first date Appellant has concrete confirmation that her share of the Estate could fully cover the Whaley Street property price; pg. 32-34





Elsbeth Murday &lt;emurday@gmail.com&gt;

**Estate items - 828 Whaley St**

1 message

Alanna Murday <amurday@gmail.com>  
To: Elspeth Murday <emurday@gmail.com>  
Cc: [REDACTED]

Tue, Jul 8, 2025 at 9:30 AM

Hi Elspeth,

You seemed to imply over the last 6 months that you wanted to keep 828 Whaley St and most of the possessions in it. For estate purposes, we will need to separate the possessions from the house (at least in theory, not necessarily in practice).

The possessions need to be split between the two of us. A few higher value items need to be sold (truck, kayaks, wine, camping gear, etc.) - either to us or to someone else. For the possessions, we can purchase at half price from the estate, since we are entitled to the other half of each item. I am planning to purchase half of the wine collection. If you do not want the other half, I can purchase that as well. I do not plan on purchasing any of the other high value items. See attached Inventory List (Schedule F) for list of items and value.

For the house: I do not want to keep 828 Whaley St. It is too much maintenance for me, I live 800 miles away, and most of my emotional attachment was to dad and not the house. Since I do not want to keep the house, if you would like to keep the house, you will need to purchase my half from the estate. Ways you can purchase the house:

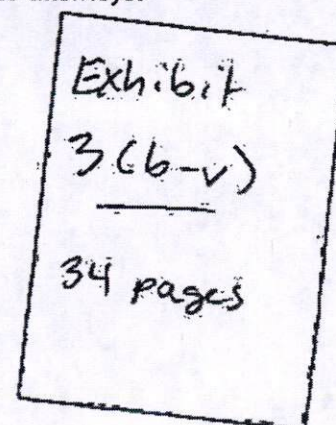
- 1) Cash - use the funds you received from dad's 401k and/or use proceeds from the sale of the Hilton Head condo, which is currently on the market
- 2) Loan - get a mortgage or business loan (if you plan to use it for a business)

You will need to notify me by September 18 whether you plan to purchase Whaley St or not. It is my fiduciary responsibility to settle the estate as close to October 18, 2025 (end of the creditor period) as possible to minimize carrying costs. If you do not let me know that you are purchasing the house by Sept 18, or if you have not purchased the house by the end of October, I will have to put the house on the market.

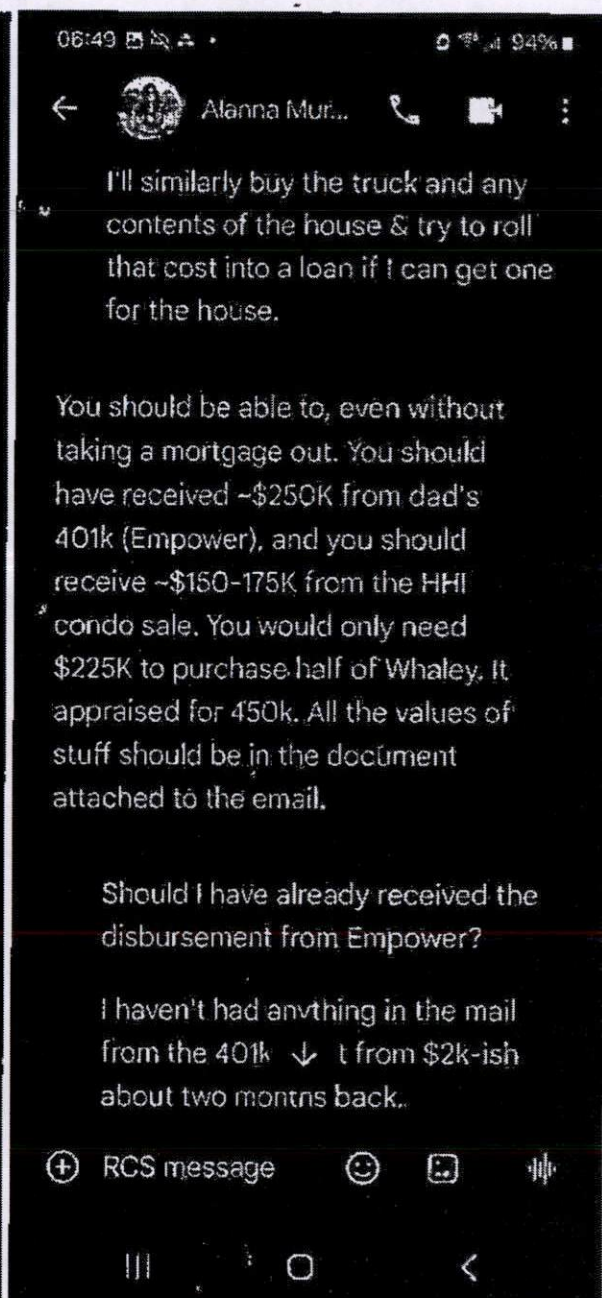
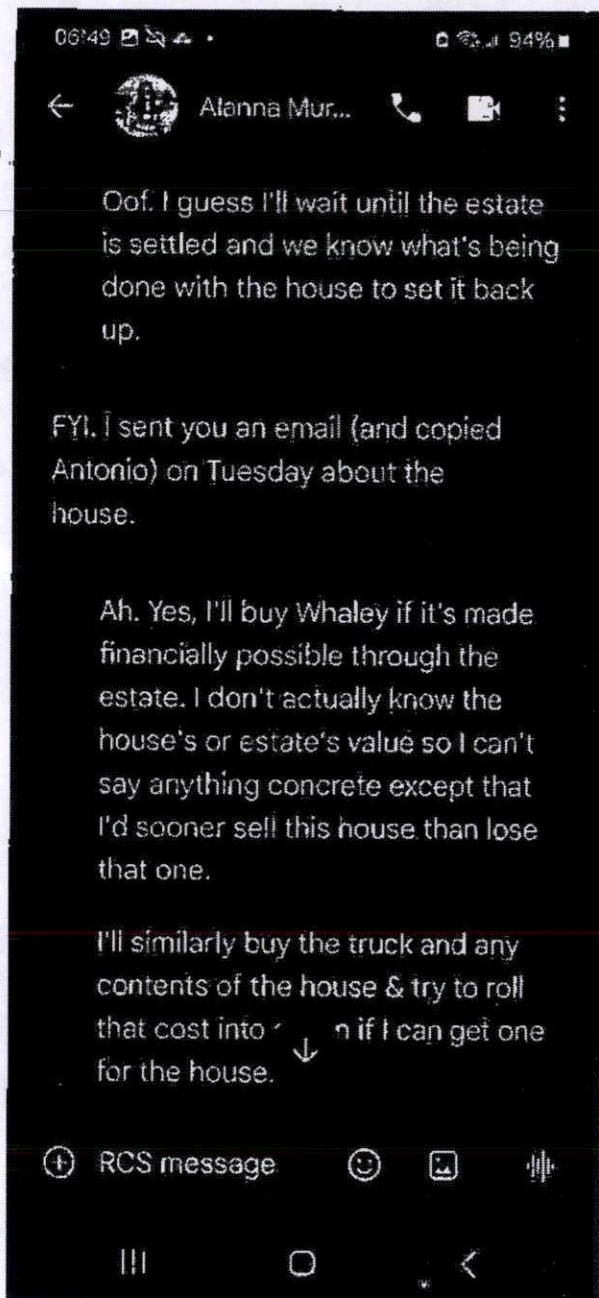
If you have questions about how this would work, we can set up a call with the estate attorneys.

Alanna

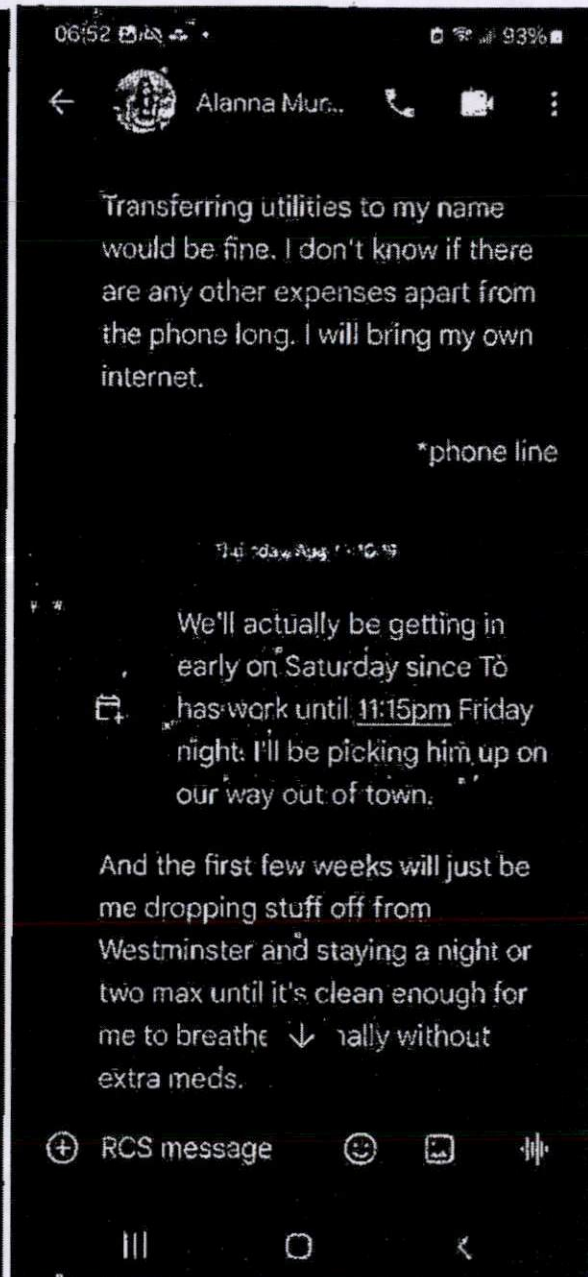
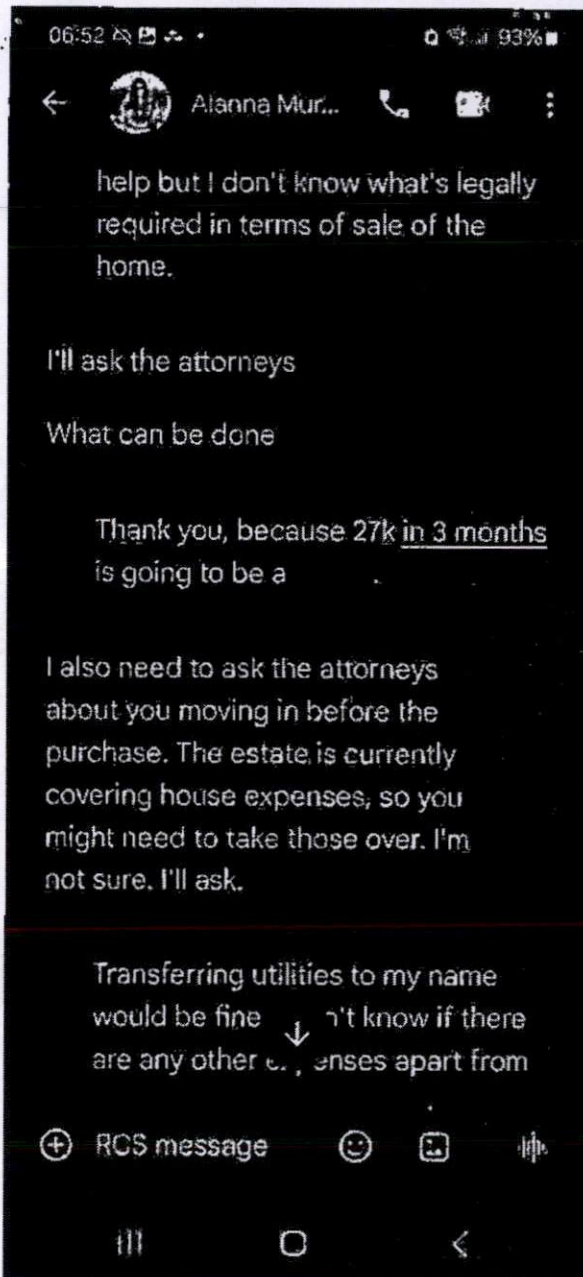
Amended I&A FILED 5-13-25.pdf  
404K













07:01

92%



Alanna Mur...



1) you don't have to buy Whaley, and  
2) if you do, you can use your  
distribution from the estate (i.e. HHI  
condo) to cover most of it

Just let me know if you're still  
planning to buy Whaley or not.

Tuesday, Aug 12 • 15:14

My cell tower went out so I'm unsure  
how many of these you received.  
Should be 11. But I intend to buy  
Whaley, as I've said many times.

Tuesday, Aug 12 • 21:01

Yes, I received the texts

Wednesday, Aug 13 • 06:41



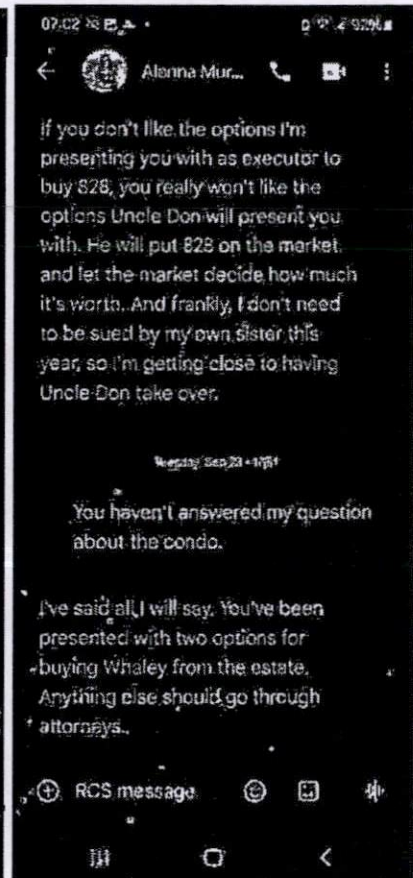
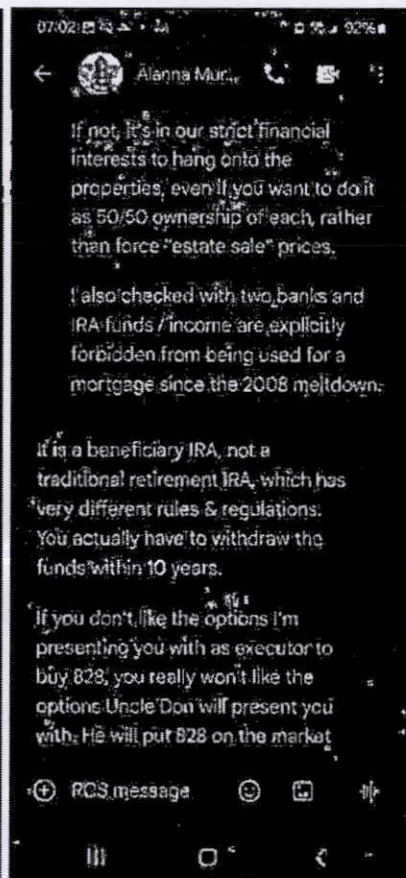
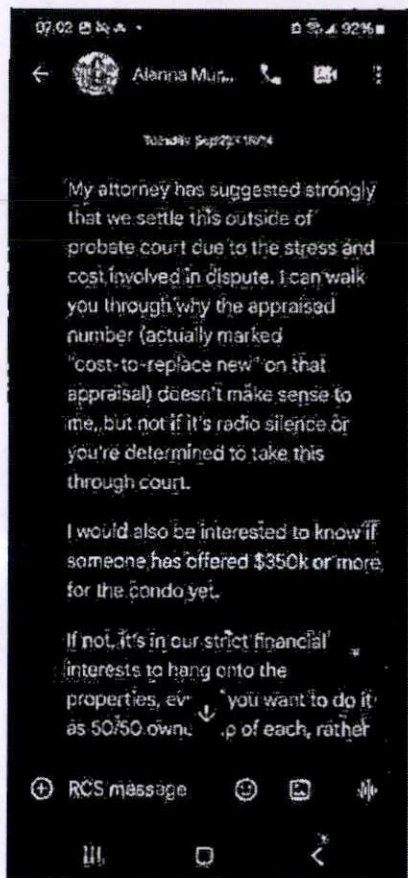
Yes, I received the texts



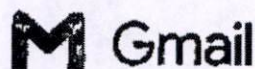
RCS message











Elspeth Murday &lt;emurday@gmail.com&gt;

**Dad's estate**

1 message

Elspeth Murday &lt;emurday@gmail.com&gt;

Tue, Sep 23, 2025 at 11:32 PM

To: dmurday60@gmail.com

Don,

For decades, Dad promised me that Alanna and I would each get half of his house when he died, because Loki was buried there. I understand his will was recently rewritten, it looks like in consideration of Claire, who knew us as kids and promptly gave up any claim to his estate. Alanna and I are the only beneficiaries.

Dad could have talked to me about changing his will—or literally anything else—if he had ever been able or willing to use an intermediary who could pass along his messages without his specific words, as I explicitly and repeatedly requested. He never did try to go through my Mom or my husband or Claire or a family friend, and I will *never* understand why he didn't, but I have to live with that. That lack of communication is why I was no longer his executor when he died.

After we lost Dad, Alanna repeatedly reassured me (in writing) that we would be keeping the house. She changed her mind a few days before August. Suddenly a disabled person with no income is expected to find almost a quarter million dollars in two months, based on a single "cost-to-replace new" appraisal for \$450,000. The city re-appraised Dad's house just last year for \$261,000 "fair sale value." (The taxable value is even lower.) To say there's some variance in estimated value is an understatement.

So, I proposed that Alanna take the Hilton Head condo, ostensibly worth \$350,000, and leave me Dad's house in exchange. I figured the condo appraisal was more likely to be correct, based on a lot of other identical buildings sold at the same location.

It seemed like a reasonable compromise, given that the condo's value falls about midway between the lower and upper metrics of value for Dad's house.

A property swap is also strictly beneficial in a financial sense, because it gets rid of the estate's artificial time limit—she could wait to sell the condo until someone offered enough for it.

She kept repeating that the sale of the HH condo should be enough (or almost enough) to cover my half of \$450,000, so I shouldn't contest the cost of Dad's house. But she won't provide information on whether or how much the condo is actually selling for. For all I know, it's had no offers and I'd need a quarter million dollars. That would just make a property swap to avoid a forced sale for less-than-market make even *more* sense. [REDACTED] I even said I was fine with a private agreement to inherit both properties 50/50 just to avoid the timer, but she didn't want that either.

I'm financially and physically dependent upon a man who started over at rock-bottom in a foreign country just so I could have healthcare while he works for \$20/hr as a 42-year-old man who speaks five languages. I can't get a mortgage at this point, he's been allowed to work for less than a year. I couldn't pay it back even if I did.

I did inherit an IRA from Dad which can't be used as collateral for a mortgage (I tried), liquidating it all at once would not produce enough because of taxes, and I already put my Mom on the fund as the sole beneficiary because that interest is my only means of providing her with some minimal safety net as she ages. Even if I were willing to lose the only guaranteed income I'll have for the rest of my life (like... enough to avoid food allergies and buy all of my meds from now on, not enough for a yacht), my funds simply aren't enough to pay that "cost-to-replace" estimate.

When I continued pressing for a real estate swap, Alanna insisted it was impossible because of her fiduciary duty to sell the properties for a maximum dollar amount. So, I called the law firm handling Dad's estate and they said a private agreement between beneficiaries to distribute real estate was actually fine (they are familiar with the will's current wording.)

After I told her a private agreement was possible, she ignored me for several weeks, during which I found an increasing amount of information pointing to Dad's house potentially being worth significantly less than \$350,000. I pointed them out and said I was still fine with a swap, that I was just trying to keep Dad's house. She continued to avoid responding, so I called an attorney for advice in case I had to dispute the value of the house in probate.



When I messaged her to say my attorney strongly suggested we resolve any dispute outside of probate court--so we should actually discuss things, which was not possible with radio silence--she went nuclear, said we'd only communicate through attorneys from now on, and attempted to use your involvement as a cudgel. ("If you don't like the options I gave you, wait until Uncle Don...") I can't take the options she's presented, and she won't try to resolve this outside of court, so I guess I'm waiting "until Uncle Don."

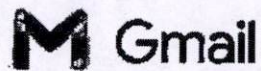
If you become involved at all, I sincerely hope it is to encourage my sister to compromise for both my sake and for her own financial interests.

I am trying to keep the house I grew up in, my dog's grave, and the only remnants I have left of my Dad's presence, while also trying to be relatively fair to my sister. Dad and Loki and meds from now on, that's my big ambition in life.

Do whatever you feel is necessary, just understand what you may be taking from me in the process.

- Elspeth





Elspeth Murday &lt;emurday@gmail.com&gt;

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**David E. Murday estate questions**

---

Will Edwards &lt;will@mbmlawsc.com&gt;

Wed, Sep 24, 2025 at 2:41 PM

To: Elspeth Murday &lt;emurday@gmail.com&gt;

Ms. Murday, I am sorry that this has strained your relationship with your sister. Again, I cannot give you legal advice. You are still asking about legal issues that I cannot answer. If you have sought outside legal advice, I need to speak with the attorney representing you.

**From:** Elspeth Murday [mailto:emurday@gmail.com]  
**Sent:** Wednesday, September 24, 2025 11:23 AM  
**To:** Will Edwards <will@mbmlawsc.com>  
**Subject:** Re: [EXTERNAL] David E. Murday estate questions

Thank you for that information.

I would still like to know whether beneficiaries (legally) have preference when estate properties are sold, i.e. if I and a stranger each offer \$450,000 for my Dad's house, does it go to me? Or is that totally at the discretion of the executor?

I believe that should be a factual question about the estate sale process.

My sister has just gone nuclear, refusing further communication and making threats, because I've sought ANY outside legal advice; I can appreciate trying to limit your liability but I'd also prefer to limit the amount she's antagonized.

On Wed, Sep 24, 2025, 10:28 Will Edwards <will@mbmlawsc.com> wrote:

Ms. Murday,

We cannot give you legal advice. I am not aware of any offers on the HH condo, but we can share those with you if our client has received any.

Madison, please find out if any offers have been made. Please let Ms. Murday know of any upcoming dates in the probate process.

---

**From:** Elspeth Murday [mailto:emurday@gmail.com]  
**Sent:** Tuesday, September 23, 2025 6:58 PM  
**To:** Will Edwards <will@mbmlawsc.com>; Tori Gosnell <victoria@mbmlawsc.com>; Madison B. Kelly



<madison@mbmlawsc.com>

**Subject:** [EXTERNAL] David E. Murday estate questions

Hello again,

1. **Please let me know the top offer we've received or intend to accept for the Hilton Head condo property.** Alanna asserted multiple times that proceeds from that sale would cover my purchase of the family home in Columbia, but I don't have any idea of the numbers involved / what I would still owe on the Columbia property after proceeds from that sale go into the estate.
2. **I would also like to know whether it is legal for my father's house to be sold to someone other than me, provided I am willing to match the top offer.** Do beneficiaries get preference in real estate sales?
3. **Please inform me of any relevant dates remaining,** such as the date upon which I'd need to have a mortgage lender ready for some currently-unknown sum in order to buy the Columbia home after the proceeds from the Hilton Head sale have been applied. Or the date by which I'd have to file any disputes.
4. **Lastly, I would like to know whether it matters that Alanna previously assured me in writing we'd keep the Columbia house.**

Please assume that your firm is my only source of information regarding the will, estate, and distribution thereof. I need to know when I have any opportunities to make or dispute choices; I was the executor for several decades, prior to 2-3 years ago, so most of my life was lived with the assumption that disputes like this would never arise.

Thanks for any help you can provide.

Sincerely,

Elsbeth Murday

**CAUTION:** This email originated from outside of Moore Bradley Myers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Moore Bradley Myers Law Firm, P.A.  
1700 Sunset Blvd.  
Post Office Box 5709  
West Columbia, SC 29171  
Phone: 803-796-9160  
Fax: 803-791-8410

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**Fax: 803-791-8410**

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S. Jahue Moore\*  
James Edward Bradley\*  
Sheila McNair Robinson  
Christian G. Spradley  
William H. Edwards  
S. Jahue Moore, Jr.  
William B. Fortino  
Ralph Nichols Riley, Jr.  
John C. Bradley, Jr.  
Lester McGill Bell, Jr.  
Sierra Carini Hartley  
Emily E. Collins

Melissa K. Moore  
Catherine Liscusky Jumper  
Brian M. Eckstrom  
Joshua S. E. Martin  
Madison B. Kelly

*Retired*  
J. Mark Taylor\*  
C. David Sawyer, Jr.  
Billy C. Coleman (1916-2019)  
Stanley L. Myers\* (1976-2023)  
Robert D. Hazel\* (1936-2024)

September 24, 2025

**VIA U.S. MAIL**

Elspeth Snow Murday  
217 Hall Road  
Westminster, SC 29693

RE: Estate of David Edward Murday

Ms. Murday:

I hope this letter finds you and your family doing well. Alanna Murday, as the Personal Representative, had the Whaley Street property appraised because the tax assessment was outdated and did not take into account two bedrooms and one bathroom that had been added to the house since the tax assessment. This appraisal, which has previously been emailed to you, is also enclosed. She believes that the realtors you have spoken with cannot value the property as accurately as her appraiser because they have not stepped inside the property and have not done a formal appraisal of the property. If you would like to hire an appraiser to review the original appraisal or to have a second appraisal performed, she will consent to either, but would like to be present for the second appraisal, if applicable.

Further, Alanna will consent to either of the following for you to purchase the Whaley Street property from the Estate:

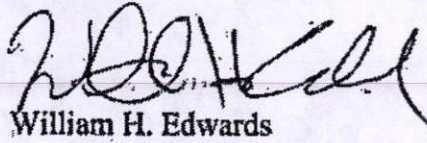
- (1) You can purchase her 50% share of the appraised value of the house (50% of \$450,000 is \$225,000), or
- (2) The Estate can credit you for 50% of the proceeds from the sale of the Hilton Head property and you can pay the remaining difference, such that the total amount to Alanna is \$225,000.

Please respond to this letter within 10 days of receipt of this letter with your decision as to how you plan to purchase the Whaley Street property. If you do not respond, Alanna will sell both properties, pursuant to the Will.



Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. H. Edwards', written over a horizontal line.

William H. Edwards

WHE/mbk

cc: Client (via email)

*Enclosures*



Do you have Don's new email? When he retired he changed his primary address.



I texted Don just now to make sure he checks his email. I sent all of them to his new Google account.



Mom  
That's good

7:35 [icons]

5Gucall 90

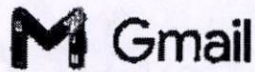


Mom



I hope you can talk her around because I've no idea if Don has even gotten my emails. It's not your problem, and you'd probably prefer to stay uninvolved, but I'm no longer allowed to talk with her except through an attorney.





Elspeth Murday &lt;emurday@gmail.com&gt;

## Date-of-death appraisal

Elspeth Murday &lt;emurday@gmail.com&gt;

To: Will Edwards &lt;will@mbmlawsc.com&gt;

Fri, Oct 10, 2025 at 11:38 AM

I have not yet formally retained legal counsel, so you may communicate with me directly.

Please provide a list of changes made since 1/7/25, for my information and so we can get an accurate DoD appraisal. I know my relatives were here fixing up the house at least three or four times.

I've contacted Loyer & Loyer appraisals in downtown Columbia. Let me know when they can come appraise the property.

Also, let me know when a home inspector from the Columbia area can visit, on a date prior to that appraisal.

On Wed, Oct 8, 2025, 10:40 Will Edwards <will@mbmlawsc.com> wrote:

Please have your lawyer contact me. I cannot communicate with you directly.

**From:** Elspeth Murday [mailto:emurday@gmail.com]

**Sent:** Wednesday, October 8, 2025 10:37 AM

**To:** Will Edwards <will@mbmlawsc.com>; Tori Gosnell <victoria@mbmlawsc.com>; Madison B. Kelly <madison@mbmlawsc.com>

**Subject:** [EXTERNAL] Date-of-death appraisal

Please provide a list of all repairs, improvements, servicing, etc. which occurred at 828 Whaley after my father died, including work performed by family and friends.

- Elspeth

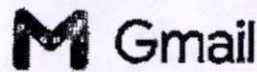
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Moore Bradley Myers Law Firm, P.A.  
1700 Sunset Blvd.  
Post Office Box 5709  
West Columbia, SC 29171  
Phone: 803-796-9160  
Fax: 803-791-8410

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Moore Bradley Myers Law Firm, P.A.  
38 N. Main Street.  
Sumter, SC 29150  
Phone: 803-796-0052





Elspeth Murday &lt;emurday@gmail.com&gt;

---

**FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL]  
Friday visit**

---

Elspeth Murday &lt;emurday@gmail.com&gt;

Wed, Oct 15, 2025 at 12:20 PM

To: Will Edwards &lt;will@mbmlawsc.com&gt;

Cc: "Madison B. Kelly" &lt;madison@mbmlawsc.com&gt;, Tori Gosnell &lt;victoria@mbmlawsc.com&gt;

My most recent written communication from Alanna was that I had access to the house and was still permitted to visit it. She even sent me a key with "New key to Dad's" written on it.

She did not notify me that anything had changed in terms of access, so I assumed she'd sent the wrong key. A family friend was happy to provide me with the code—nobody had been made aware, even verbally, that I was not to visit the property.

I called a locksmith who said the only way of opening that particular lock was to drill it out, so I paid the man \$80 to go away without touching the house.

I'm not sure where any of my actions have been unreasonable, but I have received the message that being locked out after having already had written permission was intentional.

On Mon, Oct 13, 2025 at 3:52 PM Will Edwards <will@mbmlawsc.com> wrote:

Ms. Murday,

As we have previously stated, Alanna, on behalf of the Estate, will consent to either of the following for you to purchase the Whaley Street property from the Estate:

- (1) You can purchase her 50% share of the appraised value of the house (50% of \$450,000 is \$225,000), or
- (2) The Estate can credit you for 50% of the proceeds from the sale of the Hilton Head property and you can pay the remaining difference, such that the total amount to Alanna is \$225,000. (For example, if the Hilton Head property sells for its current list price of \$320,000, then you could credit \$160,000 towards the \$225,000 for the Whaley Street property. You would only need to pay \$65,000 (the balance of the difference) to purchase the Whaley Street property.)

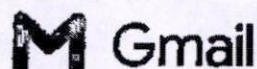
From your email, it appears that option (2) is the option you are most interested in. Our office can draft a Private Agreement outlining these terms for you and Alanna to sign. As we have also previously stated, the current appraised value for the home is \$450,000 based on Alanna's appraisal and this will be the purchase price if you wish to buy the property. Your father's Will mandates that the Whaley Street property be sold and the proceeds split equally, so if no agreement can be reached, the property will be sold pursuant to the Will.

Further, we have been informed by Alanna that you tried to enter the Whaley Street property last Friday, October 10, without notice to Alanna. She stated that you hired a locksmith to gain access, but stopped short of drilling through the door and were ultimately not able to enter the house. The property is an Estate asset and you are to immediately cease and desist all attempts to gain access to the property without first obtaining the written permission of Alanna, as the Personal Representative of the Estate, or a court order.

Will Edwards







Elspeth Murday &lt;emurday@gmail.com&gt;

---

**Friday visit****Elspeth Murday** <emurday@gmail.com>

Mon, Oct 13, 2025 at 2:05 PM

To: victoria@mbmlawsc.com, madison@mbmlawsc.com, Will Edwards &lt;will@mbmlawsc.com&gt;

Just so there's a written / dated record:

I stopped by your offices on Friday, 10/10/2025, and very much appreciated Tori taking the time to speak with me. I often don't know in advance whether I can make physical appointments, so that was hugely accommodating.

She will have more information, but my main points were these:

1. I need to keep my childhood home for a variety of reasons.
2. Alanna can have everything else in the estate, far as I know, if it enables me to keep my childhood home.
3. I have spent over a decade disabled without income ("too young" for Disability payments but it has been recognized as "total and permanent disability" by the federal government) due to a unique autoimmune condition which is genetically and medically documented.
4. Therefore, I cannot get a mortgage (no regular income) or otherwise produce the quantity of money my sister is demanding in order for me to keep the home.

All of my inquiries have been focused on trying to make the "828 Whaley" vs "everything else in the estate" numbers match because that's the only solution I've been offered for keeping the house, apart from fighting in court.

I will fight in court if necessary, but that's not my preference.

Given my financial situation, I am paying for a second appraisal and home inspection because I've been led to believe it's the only way I can possibly keep that house. I am certainly open to other options which allow me to keep it. I'd really appreciate not paying those fees if they're avoidable.

5. Please do not put the house at 828 Whaley on the market. Even the threat has been affecting my health in severely disabling, medically documented ways.

Emotional stress now causes my immune system to attack my own central nervous system. Keeping the house helps me mitigate memory loss from the condition, among other things. Losing the house is almost certain to cause paralysis.

6. My sister is aware of my health and financial situation, and that threats to sell the home will be adversely affecting me and making basic daily functions (e.g. hearing, reading, moving, dressing, hygiene) difficult, painful, and frequently impossible.

7. If the estate is forced to put the house on the market despite this new information, please notify me with ample time to prevent that action via a personal attorney / the courts and only after exhausting every legal avenue which would enable me to keep the house.

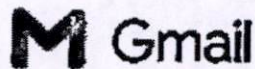
Please let me know of any other solutions you may find. I just need to keep my childhood home.

Sincerely,

Elspeth Murday

425.435.0607 (be aware the federal captioning service takes a few extra seconds to connect)





Elspeth Murday &lt;emurday@gmail.com&gt;

## FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL] Friday visit

Elspeth Murday &lt;emurday@gmail.com&gt;

Fri, Oct 24, 2025 at 2:35 PM

To: Will Edwards &lt;will@mbmlawsc.com&gt;

Cc: Tori Gosnell &lt;victoria@mbmlawsc.com&gt;, "Madison B. Kelly" &lt;madison@mbmlawsc.com&gt;

Okay. For the record, I've already indicated that I am willing to purchase Dad's truck, furniture/tools/etc, kayaks, and camping gear at assessed value.

On Fri, Oct 24, 2025 at 12:10 PM Will Edwards <will@mbmlawsc.com> wrote:

As a beneficiary, you have the right to have your own appraisal and that is why it was offered to you. An appraisal you pay for is merely evidence of value and, by itself, would not bind the estate to use it. I cannot give you legal advice. You need to hire an attorney.

From: Elspeth Murday [mailto:emurday@gmail.com]

Sent: Friday, October 24, 2025 12:00 PM

To: Will Edwards <will@mbmlawsc.com>

Cc: Tori Gosnell <victoria@mbmlawsc.com>; Madison B. Kelly <madison@mbmlawsc.com>

Subject: Re: FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL] Friday visit

I don't understand why the offer for a second appraisal was included if there was no intention of offering an amended private agreement which would reflect changes from that second appraisal.

On Thu, Oct 23, 2025 at 4:34 PM Will Edwards <will@mbmlawsc.com> wrote:

1. You never indicated that you were agreeable to either option we presented you.
2. Please refer to the terms offered in the options for private agreements.
3. I sent this in a separate e-mail.

From: Elspeth Murday [mailto:emurday@gmail.com]

Sent: Thursday, October 23, 2025 12:58 PM

To: Will Edwards <will@mbmlawsc.com>

Cc: Tori Gosnell <victoria@mbmlawsc.com>; Madison B. Kelly <madison@mbmlawsc.com>

Subject: Re: FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL] Friday visit

Just checking in to see if there was a response on these three items:

1. Is there a reason we did not proceed with the second appraisal as offered in the letter (before listing the house)?



2. None of the private agreements I have been offered have a purchase price (for 828 Whaley) which will change as the result of the court-required "market value on DOD" appraisal I intend to obtain, correct?

3. I still need the list of all improvements / repairs made to the house since DOD.

On Mon, Oct 20, 2025 at 4:07 PM Elspeth Murday <emurday@gmail.com> wrote:

I'm referring to the only physical letter outlining a potential private agreement which I have ever been sent.

I've attached a scan of it.

On Mon, Oct 20, 2025 at 1:42 PM Will Edwards <will@mbmlawsc.com> wrote:

I'm sorry, but can you tell me which letter you are referring to?

**From:** Elspeth Murday [mailto:emurday@gmail.com]

**Sent:** Monday, October 20, 2025 11:21 AM

**To:** Will Edwards <will@mbmlawsc.com>

**Cc:** Tori Gosnell <victoria@mbmlawsc.com>; Madison B. Kelly <madison@mbmlawsc.com>

**Subject:** Re: FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL] Friday visit

Is there a reason we did not proceed with the second appraisal first as offered in the letter?

On Thu, Oct 16, 2025, 14:01 Will Edwards <will@mbmlawsc.com> wrote:

Ms. Murday,

The Whaley Street property has been listed with a realtor. You will need to contact her to schedule a time for an appraisal, which will be at your expense. If you choose to sign the private agreement we offered allowing you to buy this property, you can also schedule a home inspection. The realtor is Mary Lane Sloan marylane@theartteam.net 803-960-2350 or 803-760-9106.

**From:** Elspeth Murday [mailto:emurday@gmail.com]

**Sent:** Wednesday, October 15, 2025 2:31 PM

**To:** Tori Gosnell <victoria@mbmlawsc.com>

**Cc:** Will Edwards <will@mbmlawsc.com>; Madison B. Kelly <madison@mbmlawsc.com>

**Subject:** Re: FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL] Friday visit

I assume all dates and times will be predicated on my sister's schedule, if her personal presence is required.

The dates are unimportant to me, except that the appraiser needs the home inspection report and list of changes since DOD for an accurate appraisal. Whatever the date, I'll arrange to be there somehow.



Alanna would have to find two dates at least two weeks apart, I assume, to make sure the home inspection is written up in time for the appraisal. If she provides those dates and the list of all changes since DOD, I'll call around and find companies with availability.

Is the estate paying for these reports, or am I?

Thank you for the prompt response!

On Wed, Oct 15, 2025 at 1:55 PM Tori Gosnell <victoria@mbmlawsc.com> wrote:

Ms. Elspeth,

I do not recall you telling me of a date or time you wished to have an inspection. Who is the inspector and what date and time were you wanting to have this done?

Thank you,

Tori Gosnell

Paralegal to William H. Edwards

Moore Bradley Myers Law Firm, P.A.

1700 Sunset Blvd.

P.O. Box 5709

West Columbia, SC 29169

(803) 796-9160 (office)

(803) 791-8410 (fax)



**From:** Elspeth Murday [mailto:emurday@gmail.com]

**Sent:** Wednesday, October 15, 2025 1:53 PM

**To:** Will Edwards <will@mbmlawsc.com>

**Cc:** Madison B. Kelly <madison@mbmlawsc.com>; Tori Gosnell <victoria@mbmlawsc.com>

**Subject:** Re: FW: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL] Friday visit



Did y'all ever communicate the date / times arranged for my own home inspection and then appraisal with Alanna present, or the list of changes made to the house since DOD?

On Mon, Oct 13, 2025 at 3:52 PM Will Edwards <will@mbmlawsc.com> wrote:

Ms. Murday,

As we have previously stated, Alanna, on behalf of the Estate, will consent to either of the following for you to purchase the Whaley Street property from the Estate:

(1) You can purchase her 50% share of the appraised value of the house (50% of \$450,000 is \$225,000), or

(2) The Estate can credit you for 50% of the proceeds from the sale of the Hilton Head property and you can pay the remaining difference, such that the total amount to Alanna is \$225,000. (For example, if the Hilton Head property sells for its current list price of \$320,000, then you could credit \$160,000 towards the \$225,000 for the Whaley Street property. You would only need to pay \$65,000 (the balance of the difference) to purchase the Whaley Street property.)

From your email, it appears that option (2) is the option you are most interested in. Our office can draft a Private Agreement outlining these terms for you and Alanna to sign. As we have also previously stated, the current appraised value for the home is \$450,000 based on Alanna's appraisal and this will be the purchase price if you wish to buy the property. Your father's Will mandates that the Whaley Street property be sold and the proceeds split equally, so if no agreement can be reached, the property will be sold pursuant to the Will.

Further, we have been informed by Alanna that you tried to enter the Whaley Street property last Friday, October 10, without notice to Alanna. She stated that you hired a locksmith to gain access, but stopped short of drilling through the door and were ultimately not able to enter the house. The property is an Estate asset and you are to immediately cease and desist all attempts to gain access to the property without first obtaining the written permission of Alanna, as the Personal Representative of the Estate, or a court order.

Will Edwards

**MBM** MOORE  
BRADLEY  
MYERS

1700 Sunset Boulevard

West Columbia, SC 29169

Phone: 803-796-9160

Fax: 803-791-8410



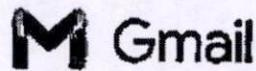
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Elspeth Murday &lt;emurday@gmail.com&gt;

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**Date-of-death appraisal**

---

Will Edwards <will@mbmlawsc.com>  
To: Elspeth Murday <emurday@gmail.com>

Thu, Oct 23, 2025 at 4:32 PM

Please see below to answer your question about the list of changes.

**From:** Alanna Murday [mailto:amurday@gmail.com]  
**Sent:** Monday, October 20, 2025 5:37 PM  
**To:** Will Edwards <will@mbmlawsc.com>  
**Subject:** Re: FW: [EXTERNAL] Date-of-death appraisal

To address your question about the "list of changes made since 1/7/25"

I cannot account for January 7-9, since my dad was alive at that time and in possession of his house.

To my knowledge, no repairs were performed between January 10-22.

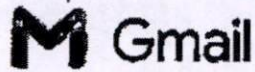
List of repairs/updates, since January 22, 2025.

- install tile flooring in back entryway & laundry room
- install/repair drywall, add trim, paint in back entryway & laundry room
- finish hall closet (paint, trim, & hang door)
- install vent hood over stove in kitchen
- install electrical outlets in kitchen
- add outlet covers to existing outlets throughout the house (Dad had the house re-wired, but never got around to putting the outlet covers back on)
- refinish hardwood stairs
- re-screen back porch (porch was previously screened but had gaps), replaced 2 porch doors
- exterior pressure wash
- install closet in 4th bedroom
- replace 1 wooden beam on front fence
- general cleaning & declutter
- no work was done on the front porch (railings) or in the front yard (landscaping), except basic mowing
- I don't believe any electrical work was done in the foyer

On Mon, Oct 20, 2025 at 1:39 PM Will Edwards <will@mbmlawsc.com> wrote:

Are you able to give me a "list of changes made since 1/7/25" that she has requested?





Elspeth Murday <emurday@gmail.com>

---

## Murday estate - 828 Whaley appraisal

1 message

---

Elspeth Murday <emurday@gmail.com>

Fri, Oct 31, 2025 at 1:52 PM

To: Will Edwards <will@mbmlawsc.com>

Cc: Tori Gosnell <victoria@mbmlawsc.com>, "Madison B. Kelly" <madison@mbmlawsc.com>, "marylane@theartteam.net" <marylane@theartteam.net>, mark.am.appraisals@gmail.com

An appointment for appraisal of the Murday estate property at 828 Whaley St. in Columbia has been set for:

**Wednesday Nov. 19, 2025 @ 9AM**

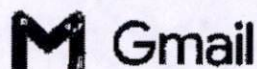
You may confirm with:

**Mark Cowan**  
**A.M. Appraisals**  
1535 Platt Springs Rd #2493  
West Columbia, SC 29169  
(803) 739-2176

Sincerely,

Elspeth Murday  
217 Hall Rd  
Westminster, SC 29693  
425.435.0607





Elspeth Murday &lt;emurday@gmail.com&gt;

---

**Estate of David Murday**

5 messages

**Madison B. Kelly** <madison@mbmlawsc.com>

Fri, Nov 7, 2025 at 11:06 AM

To: "emurday@gmail.com" &lt;emurday@gmail.com&gt;

Cc: Will Edwards &lt;will@mbmlawsc.com&gt;, Tori Gosnell &lt;victoria@mbmlawsc.com&gt;

Good morning:

Please find attached the contracts for sale for the Whaley Street and Folly Field Road properties. The closing date for the Whaley Street property is December 5 and the purchase price is \$450,000. The closing date for the Folly Field Road property is December 2 and the purchase price is \$305,500.

The Chevrolet Colorado has not been sold yet and you previously indicated that you wished to purchase the vehicle. Do you still wish to purchase the vehicle and if so, would you prefer to credit that amount from your share of the Estate?

Thank you,

**Madison B. Kelly**

Attorney



1700 Sunset Boulevard

West Columbia, SC 29169

Phone: 803-796-9160

Fax: 803-791-8410

Moore Bradley Myers Law Firm, P.A.

1700 Sunset Blvd.

Post Office Box 5709

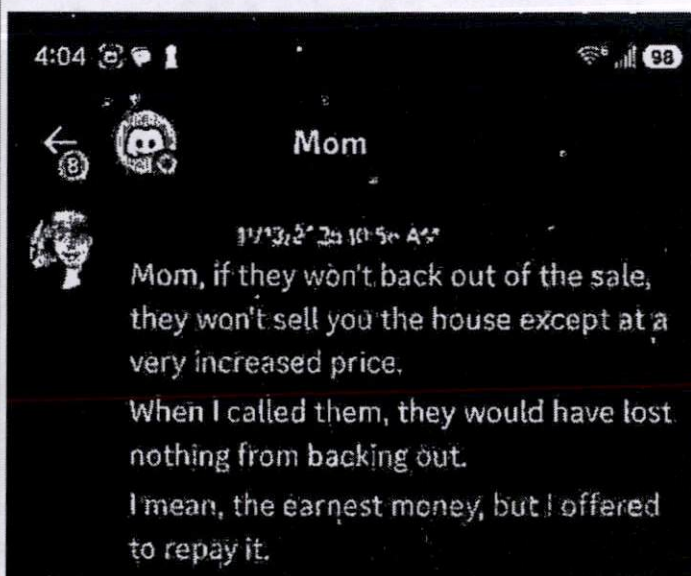
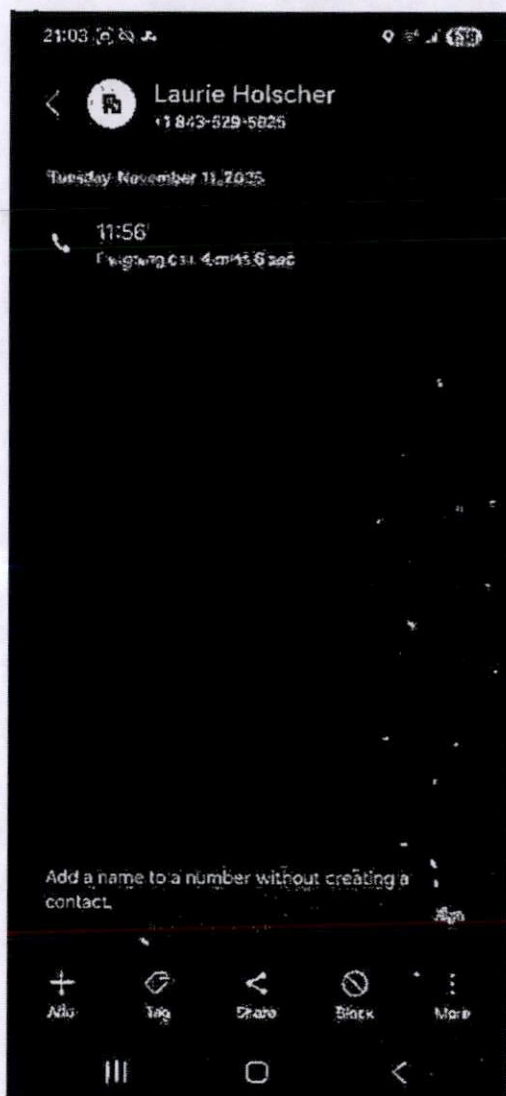
West Columbia, SC 29171

Phone: 803-796-9160

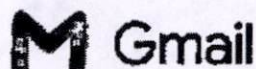
Fax: 803-791-8410

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Elspeth Murday &lt;emurday@gmail.com&gt;

---

**RE: Murday, Alanna Snow as PR of Estate of David Edward Murday: [EXTERNAL]**  
**Re: Estate of David Murday**

---

Madison B. Kelly &lt;madison@mbmlawsc.com&gt;

Thu, Nov 13, 2025 at 4:57 PM

To: Elspeth Murday &lt;emurday@gmail.com&gt;

Cc: Will Edwards &lt;will@mbmlawsc.com&gt;, Tori Gosnell &lt;victoria@mbmlawsc.com&gt;

Good afternoon:

Your sister has asked that you pick up any personal property / furnishing on or before Sunday, November 30th at 8pm EST that you want out of the Whaley Street house. You can schedule access with Alanna for this weekend (Nov 14-16) or with the realtor any other time before the 30th. Alanna mentioned that some of the smaller household items (e.g. not furniture) have already been removed from the house and are in storage, but she can arrange for you to go through those items later, after the house closes.

For the truck, Alanna would be available to transfer possession of the truck (and title) either Nov 14-16 or Nov 30. We will need a signed Private Agreement to file with the Probate Court stating that the truck will not be sold (against what the Will states) and will be given to you and that the value of the truck will be deducted from the sale proceeds.

Thank you,

Madison B. Kelly

Attorney



1700 Sunset Boulevard

West Columbia, SC 29169

Phone: 803-796-9160

Fax: 803-791-8410

---

**From:** Elspeth Murday [mailto:emurday@gmail.com]

**Sent:** Monday, November 10, 2025 9:57 AM

**To:** Madison B. Kelly <madison@mbmlawsc.com>



STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF:                      ESTATE OF DAVID EDWARD MURDAY

CASE NUMBER:                      2025-ES-40-00281

PRIVATE AGREEMENT AMONG SUCCESSORS

This is a Private Agreement Among Successors as authorized by S.C. Code Ann. § 62-3-912 with respect to the estate of David Edward Murday, deceased, made among the heirs of his estate.

WITNESSETH

WHEREAS, David Edward Murday (the Decedent) died testate on January 9, 2025, and

WHEREAS, Alanna Snow Murday was appointed as Personal Representative, and

WHEREAS, the Decedent named his girlfriend, Claire Harley Prince, and his daughters, Alanna Snow Murday and Elspeth Snow Murday, as devisees in his Will, and

WHEREAS, Ms. Prince intended to reject her interest in any of the Decedent's property passing through his Will ("Property") and leave all of Decedent's Property to be split between his daughters, and

WHEREAS, a Disclaimer signed by Ms. Prince was filed with the Richland County Probate Court on April 11, 2025, which had the unintended effect of giving Ms. Prince's interest in the Property to Ms. Prince's two children, Raymond Prince and Brandon Prince, and

WHEREAS, all interested parties filed a Private Agreement Among Successor clarifying the intentions of Ms. Prince and stating that Alanna Snow Murday and Elspeth Snow Murday will be the only devisees of the Decedent's Will and that all of the Decedent's Property be divided equally between Alanna Snow Murday and Elspeth Snow Murday, and

WHEREAS, S.C. Code Ann. § 62-3-912 provides that: "*subject to the rights of creditors and taxing authorities, competent successors may agree among themselves to alter the interests, shares, or amounts to which they are entitled under the will of the Decedent, or under the laws of intestacy, in any way that they provide in a written contract executed by all who are affected by its provisions. The Personal Representative shall abide by the terms of the agreement subject to his obligation to administer the estate for the benefit of creditors, to pay all taxes and costs of administration, and to carry out the responsibilities of his office for the benefit of any successors of the Decedent who are not parties,*" and

WHEREAS, the beneficiaries, as competent successors of the Decedent's personal



property, desire to make a Private Agreement for disposition of the estate personal property as permitted by S.C. Code Ann. § 62-3-912.

NOW THEREFORE, this Private Agreement among beneficiaries, as authorized by S.C. Code Ann. § 62-3-912:

For and in consideration of the mutual promises and One Dollar (\$1.00) paid by each of the undersigned to the other, the receipt and sufficiency of which are hereby acknowledged, the undersigned represent and agree as follows:

1. Decedent's 2016 Chevrolet Colorado (VIN: 1GCGSCE30G1154581) ("Decedent's truck") will be sold to Elspeth Snow Murday. The purchase price is nine thousand three hundred thirty and 00/100 (\$9,330.00) dollars.
2. Alanna Snow Murday will receive an additional four thousand six hundred sixty-five and 00/100 (\$4,665.00) dollars from Elspeth Snow Murday's share of the proceeds from the sale of Decedent's real property located at 828 Whaley Street, Columbia, SC 29201 (TMS: R08913-08-02) as payment from Elspeth Snow Murday for Decedent's truck.
3. The undersigned all declare and agree that they have freely and voluntarily entered into this agreement and have the opportunity to consult with legal counsel of their choice. The undersigned further declare and agree that, for the purpose of this Private Agreement, William H. Edwards is the attorney for Alanna Snow Murday, in her role as Personal Representative.
4. The undersigned all declare and agree that they are aware that pursuant to S.C. Code § 62-3-912, private agreements are subject to the rights of creditors and taxing authorities.
4. The undersigned further agree that each of the undersigned may sign a separate copy of this Private Agreement and that the signature of all of the undersigned on separate but identical counterpart originals of this Private Agreement shall constitute a single Private Agreement.
5. The undersigned further agree that this agreement shall relate back and shall ratify any act of the Personal Representative, including the distribution of property and the execution and recording of any deeds, deeds of distribution, or any other documents related to this estate consistent with the terms of this agreement.



IN WITNESS WHEREOF, the undersigned have executed this Private Agreement on the date indicated below, and the date of the last signature shall be the date that this Private Agreement shall be deemed fully executed.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Alanna  
Snow  
Murda  
y

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Elspeth  
Snow  
Murda  
y

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

STATE OF NEW JERSEY

COUNTY OF HUDSON

)  
)  
)

PROBATE



**PERSONALLY** appeared the undersigned witness and made oath that s/he saw the within named **ALANNA SNOW MURDAY** sign, seal and deliver the within written Private Agreement and that s/he with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for New Jersey

My Commission Expires: \_\_\_\_\_

**STATE OF SOUTH CAROLINA**       )  
                                                  )  
**COUNTY OF OCONEE**               )

**PROBATE**

**PERSONALLY** appeared the undersigned witness and made oath that s/he saw the within named **ELSPETH SNOW MURDAY** sign, seal and deliver the within written Private Agreement and that s/he with the other witness subscribed above, witnessed the execution thereof.

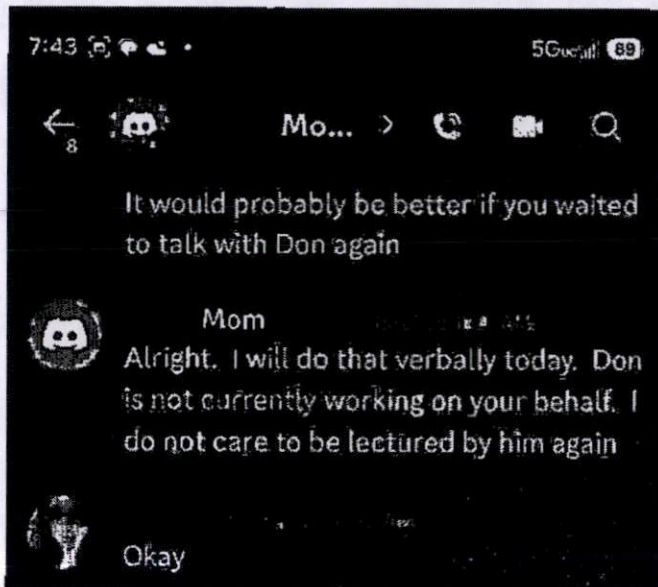
\_\_\_\_\_  
Witness

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

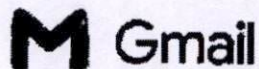
\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_









Elsbeth Murday <emurday@gmail.com>

---

**FW: [EXTERNAL] Estate of David Murday**

---

Madison B. Kelly <madison@mbmlawsc.com>

Sun, Jan 11, 2026 at 4:57 PM

To: Elspeth Murday <emurday@gmail.com>

Cc: Will Edwards <will@mbmlawsc.com>, Tori Gosnell <victoria@mbmlawsc.com>

Good afternoon:

Please see attached the Interim Accounting, which has been filed with the Probate Court.

Thank you,

Madison Kelly Bush

Attorney



1700 Sunset Boulevard

West Columbia, SC 29169

Phone: 803-796-9160

Fax: 803-791-8410

[Quoted text hidden]



Interim Accounting SIGNED.pdf

431K



STATE OF SOUTH CAROLINA

COUNTY OF: RICHLAND

IN THE MATTER OF:  
DAVID EDWARD MURDAY  
(Decedent)

IN THE PROBATE COURT

ACCOUNTING

CASE NUMBER: 2025-ES-40-00281



FINAL

INTERIM # 1

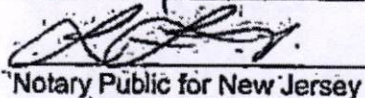
The undersigned Personal Representative(s) submits this accounting, which covers the period from 05/13/2025 through 12/30/2025.

The documentation on the following page(s) of this form sets forth a complete accounting for the period specified, which is summarized as follows:

|                                                                                  |                       |
|----------------------------------------------------------------------------------|-----------------------|
| Beginning Balance from Inventory(ies) or prior Interim Accounting, if applicable | <u>\$878,719.65</u>   |
| Plus: Receipts<br>(Rent, Refunds, Dividends, Interest, etc.)                     | <u>\$334,904.22</u>   |
| Subtotal                                                                         | <u>\$1,213,623.87</u> |
| Less: Disbursements and Distributions                                            | <u>\$424,426.22</u>   |
| Ending Balance                                                                   | <u>\$789,197.65</u>   |

The Personal Representative(s) declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this 5<sup>th</sup> day of January, 2026



Notary Public for New Jersey

My Commission Expires: 03-11-2027

Signature: Alanna Murday

Print Name: Alanna Snow Murday

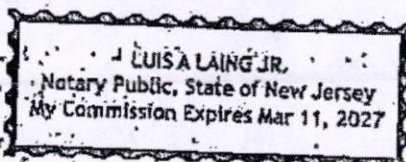
Address: 275 5<sup>th</sup> St., Apt. 1  
Jersey City, NJ 07302

Telephone (Work):

(Home):

(Cell): 732-908-9458

Email: amurday@gmail.com





| INVENTORY PROBATE ASSETS & RECEIPTS<br>(probate assets received into estate) |                     | DISBURSEMENTS & DISTRIBUTIONS<br>(probate assets disbursed/paid out from estate) |                     |
|------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------|---------------------|
| Hilton Head condo rental income                                              | \$17,545.95         | Value of Hilton Head property listed on I&A                                      | \$350,800.00        |
| Sale of camper                                                               | \$14,100.00         | Value of wine collection listed on I&A                                           | \$1,250.00          |
| Trip insurance refunds                                                       | \$4,416.69          | Small home repairs for Whaley Street                                             | \$752.13            |
| Sale of USC basketball tickets                                               | \$330.00            | Electric locks and installation                                                  | \$580.04            |
| IRS refund (SC)                                                              | \$1,215.00          | New appliances                                                                   | \$1,774.75          |
| IRS refund (federal)                                                         | \$3,648.12          | Estate filing supplies                                                           | \$33.76             |
| CDs from Bank of America                                                     | \$13,826.48         | Attorney's fees and costs                                                        | \$6,050.00          |
| Loose change from Whaley Street                                              | \$42.00             | Funeral expenses                                                                 | \$11,467.48         |
| University of South Carolina                                                 | \$205.83            | City of Columbia water bills                                                     | \$474.81            |
| USAA reimbursement                                                           | \$104.00            | HHBTR regime fees                                                                | \$7,210.00          |
| Sale of desktop speakers                                                     | \$40.00             | Dominion Energy bill for Whaley Street                                           | \$2,012.54          |
| Sale of wine collection                                                      | \$625.00            | T-Mobile phone and internet                                                      | \$595.00            |
| USAA auto dividend                                                           | \$98.59             | Maintenance and gas for Colorado                                                 | \$142.83            |
| Proceeds from sale of Hilton Head property                                   | \$278,706.56        | Palmetto Electric Coop for HHBTR                                                 | \$1,362.00          |
|                                                                              |                     | TaxAct (filing 2024 taxes)                                                       | \$172.78            |
|                                                                              |                     | Town of Hilton Head rental application                                           | \$124.80            |
|                                                                              |                     | Trip insurance refund to Claire Prince                                           | \$1,424.23          |
|                                                                              |                     | Pablo Cruz (repairs to Whaley Street)                                            | \$18,500.00         |
|                                                                              |                     | Glen Wright (lawn service)                                                       | \$900.00            |
|                                                                              |                     | Hilton Head condo insurance                                                      | \$1,210.00          |
|                                                                              |                     | Office Depot                                                                     | \$38.01             |
|                                                                              |                     | Fedex                                                                            | \$82.00             |
|                                                                              |                     | Whaley Street appraisal                                                          | \$400.00            |
|                                                                              |                     | TD service charge for account                                                    | \$3.00              |
|                                                                              |                     | Path of Life Nutrition (1/7/25 visit)                                            | \$112.50            |
|                                                                              |                     | Vehicle tax for Colorado                                                         | \$332.73            |
|                                                                              |                     | HHBTR work orders                                                                | \$894.81            |
|                                                                              |                     | AAA annual renewal for Colorado                                                  | \$142.00            |
|                                                                              |                     | Auto Insurance for Colorado                                                      | \$799.45            |
|                                                                              |                     | Homeowner's insurance for Whaley Street                                          | \$2,022.02          |
|                                                                              |                     | Packing, moving, and storage fees                                                | \$746.42            |
|                                                                              |                     | Sullivan Contracting (repairs to Whaley Street)                                  | \$5,650.00          |
|                                                                              |                     | Termite inspection                                                               | \$250.00            |
|                                                                              |                     | Bluffton Electric - HHTB repair                                                  | \$223.00            |
|                                                                              |                     | Flights and car rentals for Alanna                                               | \$4,995.03          |
|                                                                              |                     | Property tax for Whaley Street                                                   | \$898.10            |
| <b>TOTAL</b>                                                                 | <b>\$334,904.22</b> | <b>TOTAL</b>                                                                     | <b>\$424,426.22</b> |



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

NOTICE OF REQUEST

FOR REASONABLE

IN THE MATTER OF:

ACCOMMODATION

DAVID E. MURDAY (Decedent)

Elsbeth Murday, Appellant;

v.

Alanna Murday, Respondent.

CASE NUMBER: 2026-CP-400-0467

Pursuant to Title II of the Americans with Disabilities Act (ADA) and S.C. Code Ann. § 43-33-20., the Appellant, Elspeth S. Murday, appearing *pro se*, formally notifies the Court of the need for the following reasonable accommodations to ensure equal access to these proceedings:

- **Electronic Communication:** Appellant requests the ability to serve and receive documents via email or another electronic system (e.g. fax) to compensate for mobility issues which impede the use of physical mail and in-person filing.
- **Extended Deadlines:** Barring cases where email has been granted as an accommodation, Appellant requests a standing enlargement of time (Rule 6(b), SCRCPP) of ten days for all responses to mail-served documents in order to account for her physical limitations in sending and receiving mail.
- **Virtual Participation:** Appellant requests that all future hearings be held via virtual platform to avoid the physical burdens of travel and "passing" for hours at a time.

Respectfully Submitted,

*Elsbeth S. Murday*

Elsbeth S. Murday Appellant, Pro Se

217 Hall Rd.  
Westminster, SC 29693  
425.435.0607

Exhibit  
4(a)

March 2026

April 3, 2026



Name: Elspeth Snow Murday [REDACTED]

Legal Name: Elspeth Snow

Murday

## Office Visit - Jul 22, 2022

with Elizabeth Heritage Cull, MD at Prisma Health Cancer Institute - Eastside

Exhibit  
4(6)

### Notes from Care Team

### Progress Notes

Elizabeth Heritage Cull, MD at 7/22/2022 11:00 AM

**HPI:**

Elspeth Snow Murday is a 37-year-old female who presents for consultation to assess for mast cell activation disorder.

Patient has a past medical history of chronic pain [REDACTED] fibromyalgia, and [REDACTED]. She notes that most of her symptoms started approximately 10 years ago. She tells me she was working on her PhD in biology when she suddenly became paralyzed. She tells me at that time she struggled to read and had periods of blindness and deafness. Just prior to that she was utilizing a cane to walk.

[REDACTED] She describes the pain in her spine as "like a car crushing her spine" sensation. [REDACTED]

[REDACTED] Now she experiences flares that result in progressive paralysis, spinal pain, and mobility issues.

[REDACTED]

She shares she has been evaluated by a psychiatrist in the past [REDACTED]

[REDACTED] for the evaluation of conversion disorder. [REDACTED]

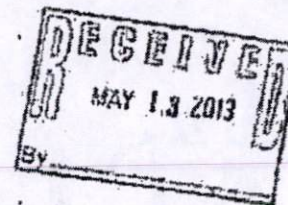
[REDACTED] she experienced immediate paralysis and pain. [REDACTED] caused extreme fatigue [REDACTED]

[REDACTED]

[REDACTED] Her last flare episode is happening currently per the patient due to the death of her dog 2 weeks ago.



Clemson Neurology  
220 Keowee Trail  
Clemson, SC 29631



Patient: MURDAY, ELSPETH SNOW

Visit Date: 5/8/2013  
Provider: [REDACTED]

## Office/Clinic Notes

Document Name: General Clinic Note (New)  
Signed Date/Time: per contribution

Signed By: 5/13/2013 10:25:18 AM EDT, 5/9/2013 10:44:38 PM EDT

neuro new

Patient: MURDAY, ELSPETH SNOW

Age: 28 years Sex: Female

Associated Diagnoses: Lumbar Radiculopathy; Dysosthosis affecting both sides of body; Body Aches

Author: Lovejoy NP, Trudy

## Visit Information

Date of Service: 05/08/2013 01:14 pm. Performing Location: Clemson Neurology [REDACTED]

Primary Care Provider (PCP): Not recorded.

Referring Provider: No referring provider recorded for selected visit.

Accompanied by: No one

Source of history: Self

## History of Present Illness

The patient presents with for new pt appointment for whole body aches daily.

## Review of Systems

Eye: Blurring, occasionally.

Respiratory: Shortness of breath, feel like lungs may cramp up and feeling like can't breath for a minute and that causes chest pain.

Musculoskeletal: Seen rheumatologist once Dr. Suhail Kumar and gave her some information on fibromyalgia.

having whole body aches daily, sometimes some acute nerve pain that radiates down her legs, and pain is mostly centralized in abd not legs. Severity of pain varies.

[REDACTED]

Brought MRI - neg with and without contrast reports and EEG - neg for sz and MRI on a disk.

has had ESI no results, actually made it worse, has seen neurosurgeon and no surgical rec at this time, unless s/s worsens.

Has applied for stem cell therapy, clinical trial and was turned down.

Neurologic: Numbness, Tingling, numbness in legs mostly, and tingling in all extremities, denies any tingling in torso.

Psychiatric: Anxiety, Depression, [REDACTED]

drinking carbonated water, occ. soda, and tea every am

Legend: C-Corrected \* Abnormal C-Critical L-Low H-High F-Footnote I-Interpretive Data R-Reference Lab  
Print Date/Time: 5/13/2013 9:25 AM Page 1 of 3



**Legal Name:** Elspeth Murday

with Jacqueline Wiles, APRN FNP at Clemson Health Clinic Walhalla

## Progress Notes

## CLEMSON NEUROLOGY

P: 864-653-4071

F: 864-653-4074

Jacqueline Wiles, APRN FNP at 3/27/2023 2:25 PM

**Subjective:**

**Patient ID:** Elspeth Murday is a 38 y.o. female.

In the office today she is in a wheelchair and reports difficulty walking. Episode of sever pain and weakness x 1 week, induced by emotional stressors. Reports she can't walk when this happens "I can feel my legs but I can't communicate with them". [REDACTED]

About 10-11 years ago when these episodes started she had a big work up in Washington (unable to see these records) with MRI of her brain and spine that showed only disc disease.

Reports she used to have episodes like this all the time but they have decreased significantly in frequency.

## Review of Systems



---

|                            |   |                                |
|----------------------------|---|--------------------------------|
| STATE OF SOUTH CAROLINA    | ) | IN THE COURT OF COMMON PLEAS   |
|                            | ) | FIFTH JUDICIAL CIRCUIT         |
|                            | ) |                                |
| COUNTY OF RICHLAND         | ) | APPELLANT'S REPLY              |
|                            | ) | IN SUPPORT OF MOTION TO        |
| IN THE MATTER OF:          | ) | ALTER OR AMEND JUDGMENT        |
| DAVID E. MURDAY (Decedent) | ) |                                |
| Elsbeth Murday, Appellant, | ) | CASE NO. 2026-CP-400-0467      |
| v.                         | ) |                                |
| Alanna Murday, Respondent. | ) | APPELLATE CASE NO. 2026-001100 |

---

**APPELLANT'S REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND  
JUDGMENT and RENEWED REQUEST FOR DISABILITY ACCOMMODATIONS**

Appellant is presently immobile due to her worst flare in over six months, following the June 4, 2026 hearing for which she received less than 20 hours' notice. Respondent was already aware of Appellant's significant mobility limitations (see: original motion, Exhibit 3m) when they requested expedited relief, yet did not propose any accommodation or schedule that accounted for those limitations. Nor did Respondent use a method of post which would notify Appellant of the hearing with enough time to prepare and attend safely (Exhibit 5). Respondent's choices have made accommodations an immediate necessity rather than a prospective request. Appellant therefore submits this Reply electronically and by mail.

**I. Respondent's Assertions Unsupported by Evidence**

Respondent continues to claim that Petitioner sent texts to the Buyers. Appellant has never sent any texts to the Buyers, and Respondent has offered no proof despite



Appellant's prior request that any such allegation be supported by evidence. Appellant *has* provided evidence to the contrary.

Appellant therefore respectfully asks the Court to disregard any statements made by the Estate regarding her contact with the Buyers unless those statements are supported by call or text logs.

## **II. Respondent Mischaracterizes Petitioner's Efforts to Purchase 828 Whaley**

- A. Appellant offered to "purchase" 828 Whaley for \$1 only within a proposed private agreement under which the Estate's other beneficiary would likewise receive the Estate's second property for \$1; this was clearly intended as a symbolic exchange, not a standalone valuation of the Property.

Appellant has refuted Respondent's mischaracterization of this proposal each time it has been raised and respectfully requests that Respondent cease directing the Court's and the parties' time and effort toward an assertion that is easily disproven from the record.

- B. Appellant offered to purchase 828 Whaley at its estimated value on the date of death at a time when repeated requests for information yielded no explanation for the increase from approximately \$267,000 to an appraised value of \$450,000. Appellant was not advised that tens of thousands of dollars in contractor work had been done on the Property until the night before the probate hearing—after her filings had already been prepared—and she was not permitted to view those changes until after the Property had been sold to a third party.

Appellant also made clear, in writing and before the Estate signed a sale contract with a third party, that she was willing to pay more than the Property's ultimate sale price if necessary to retain 828 Whaley. Appellant has never rejected an offer to purchase the Property; she proceeded through the Estate's required steps as they were conveyed to her.



If Respondent contends that Appellant somewhere rejected purchase of the Property, Appellant respectfully requests proof of that allegation beyond reliance on a deadline the Estate did not enable her to meet.

The Probate Court's reliance upon the presentation of a private agreement, offered without surrounding context, does not convert this into a factual rejection of purchase.

Appellant respectfully requests that Respondent cease directing the Court's and the parties' time and effort toward a characterization that is contradicted by the record—Appellant consistently pursued purchase of the property without anything resembling refusal.

- C. The Estate does not acknowledge that it repeatedly led Appellant—and the Court—to believe she could not afford the Property, including by asserting she “needed a mortgage” and by stating several times that Appellant could not afford the house, when in fact Appellant's distributive share of the Estate would have covered the purchase price without any external financing. The Estate had access to that financial information during all of Appellant's efforts to purchase 828 Whaley or negotiate a structure that allowed her to keep it, and has had that same information each time it has made the contrary assertion to the Court.

Appellant respectfully requests that Respondent cease repeating that mischaracterization.

### **III. Respondent Misrepresents Petitioner's Financial Assets**

The assets Appellant inherited from her father—including retirement assets—are already reflected on the tax documents she provided; her reported income already incorporates them.

Additionally, inherited retirement accounts are tax-advantaged and generally illiquid, and federal law provides special rules for disabled beneficiaries. Under the SECURE Act



framework, disabled or chronically ill individuals are treated as “eligible designated beneficiaries” by the IRS and may stretch distributions from inherited IRAs over their life expectancy rather than being required to liquidate the account quickly, reflecting an expectation that those funds function as long-term fixed income rather than an immediately spendable lump sum.

Appellant’s permanent and total disability (TPD) status has already been adjudicated by the United States government, and her inherited IRA is therefore governed by these disability-specific rules rather than by the default rules applicable to non-disabled beneficiaries.

Consequently, multiple lenders advised Appellant that, under IRS prohibited-transaction rules, retirement accounts such as IRAs cannot be pledged as collateral for a personal mortgage. Any attempt to do so would be treated as an early distribution and could trigger tax and penalty consequences, so lenders do not accept IRA balances as collateral for home loans. Appellant exhausted all options reasonably available to her in attempting to keep the home she medically requires.

Appellant first made Respondent aware of this in summer 2025, and again in October 2025, yet the Estate continues to describe these tax-advantaged, illiquid assets as if they were ordinary, readily available cash.

Appellant respectfully requests that Respondent desist from presenting funds that federal law treats as long-term disability income as though they were a simple lump-sum inheritance available to pay a short-term appeal bond or finance, or as though they could have been used to collateralize a home purchase.

#### **IV. The Court Has Jurisdiction to Protect the Estate Using Petitioner’s Share as Security**

- A. Respondent incorrectly assumes that the only permissible form of protection is a conventional bond wholly separate from Petitioner’s interest in the Estate. Because South Carolina law permits a stay to be secured by a bond or other



security, this Court has discretion to consider whether Petitioner's own share of Estate assets can serve that protective purpose while the appeal is pending.

- B. Respondent's reliance on Appellant's prior "failure to perfect" an appeal ignores the circumstances under which that appeal stalled: changing rules mid-case without notice, unanswered motions, and explicit statements from court staff that no documents were likely to be reviewed before the hearing for dismissal. Under those conditions, Appellant was effectively denied a fair opportunity to perfect the appeal, so this history should not be treated as evidence of bad faith or used to undermine Appellant's current request for a realistic bond and meaningful appellate review.

In any event, Respondent's jurisdiction argument is narrowly directed at the possibility of a lien on probate assets; it does not and cannot deny that this Court has jurisdiction over the appeal bond it has already ordered or the discretion to alter or amend that bond amount. Even if the Court ultimately concludes that it cannot order a lien on Appellant's share of the Estate, Respondent's technical contention does not prevent the Court from reconsidering the amount of the bond or from evaluating whether any bond is necessary at all.

- C. Appellant respectfully submits that, on this record, the combination of court-supervised probate administration and Appellant's limited, disability-related finances makes a zero or nominal bond a permissible—and far less harmful—way to ensure both protection of the Estate and meaningful appellate review. By "nominal," Appellant means her household currently survives paycheck-to-paycheck without meaningful savings beyond those discussed in III(A). The solution of no additional bond, besides being reasonable under these particular circumstances, also moots the question of jurisdiction over a lien.

#### **V. Respondent Misstates Petitioner's Medical Evidence and Accommodation History**

Respondent suggests that Appellant's medical records are "not recent," as if **permanent** disabilities documented several years ago have somehow expired or lack probative value.



Appellant previously submitted a sample of her current medical file from late 2025 (re-attached as Exhibit 6a), documenting multiple incurable diagnoses. Other medical records in the file show longstanding, severe impairments—including intermittent blindness, hearing loss, paralysis, inability to read or write, and loss of motor skills—that predictably slow any person’s ability to process documentation, access mail, or travel to court, and Appellant’s recent experiences match those patterns.

Appellant does not understand Respondent to be suggesting that a medical provider must explicitly state that inability to use one’s legs makes driving difficult or impossible; it is a matter of common sense that impairments such as paralysis, loss of motor skills, inability to read, or vision or hearing loss materially affect how a person can interact with the world, and Appellant’s medical records describe exactly those limitations.

Although Appellant has not been well enough to work in over a decade, she also attaches her most recent accommodation letter from a treating physician (Exhibit 6b), which requested extra time, accommodations for unpredictable mobility, and limited expectations of physical presence, and which was written while she was still well enough to both work and attend her doctoral program.

Appellant presents older documents alongside more recent records to show that these symptoms are not manufactured for convenience; they have been unpredictable, ongoing limitations that have resisted simple adaptation and have warranted a permanent and total disability designation from the United States government. Granting modest accommodations based on these medical documents is therefore a reasonable, record-based way to ensure Appellant can participate meaningfully in this proceeding.

Respectfully Submitted,

Elsbeth S. Murday Appellant, *Pro Se*

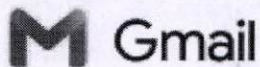
217 Hall Rd.

Westminster, SC 29693

425.435.0607

July 3, 2026





Elspeth Murday &lt;emurday@gmail.com&gt;

**Bond hearing June 4, 2026**

2 messages

**Elspeth Murday** <emurday@gmail.com>

Tue, Jun 9, 2026 at 8:21 AM

To: jeter.tashia@richlandcountysc.gov

Hello,

I complained in the bond hearing on June 4th, 2026 that I had no paper notification of the hearing, and less than 24 hours electronic notice due to disabilities which limit my ability to check email to only 1-2x per week.

I wanted to inform the court that I did receive paper notification by standard USPS on the afternoon of June 4th, after the hearing had already occurred. It did not provide notice in time to even attend the hearing, much less prepare, but something was sent by mail.

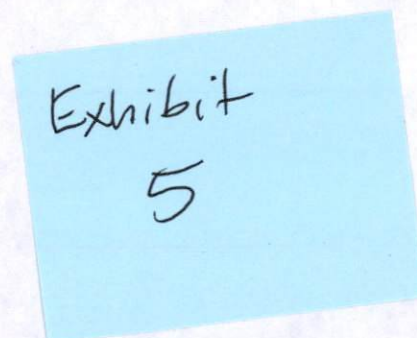
I just wanted to add this to the record.

In terms of disability accommodations, because I cannot use my computer every day to check your electronic system, please call me between 2-4pm when any motion is filed, hearing is scheduled, etc. going forward. Otherwise I will not receive equal access to notification and preparation time.

Thank you,

Elspeth Murday  
217 Hall Rd.  
Westminster, SC 29693  
425.435.0607

Case No. 2026-CP-40-00467  
Murday v. Murday

**Tashia Jeter** <Jeter.Tashia@richlandcountysc.gov>

Tue, Jun 9, 2026 at 8:31 AM

To: Elspeth Murday &lt;emurday@gmail.com&gt;

Good morning,

I will forward your email to the Criminal Department. Please call for an update at 803-576-1939.

Tashia Jeter

*Office Manager-Richland County Clerk of Court*

1701 Main Street

Columbia, S.C. 29201



803-576-1947

jeter.tashia@richlandcountysc.gov



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---

**From:** Elspeth Murday <emurday@gmail.com>  
**Sent:** Tuesday, June 9, 2026 8:22 AM  
**To:** Tashia Jeter <Jeter.Tashia@richlandcountysc.gov>  
**Subject:** Bond hearing June 4, 2026

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]



Name: Elspeth Murday [REDACTED]

Legal Name: Elspeth Murday

## Office Visit CC Clemson - Nov 25, 2025

with Christina Smith, NP at Clemson Health Clinic Walhalla

### Notes from Care Team

#### Progress Notes

Christina Smith, NP at 11/25/2025 9:05 AM

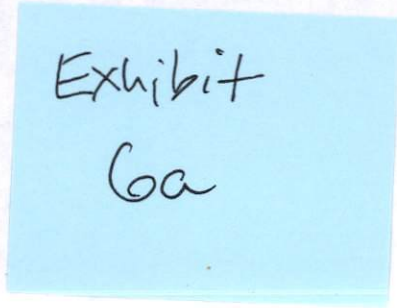
**Patient name:** Elspeth Murday  
[REDACTED]

Exhibit  
6a

**Subjective:****Patient ID:** Elspeth is a 41 y.o. female who presents with:**Chief Complaint**

Patient presents with

## • Follow-up

*Patient is here with her husband. She would like a letter stating that she has a chronic illness. She has been under a great deal of stress dealing with legal issues.*

[REDACTED]

**HPI** The patient presents accompanied by her husband, requesting documentation of her chronic medical conditions. She reports experiencing significant stress related to ongoing legal issues involving family property, specifically a domestic dispute over the inheritance of a home following the death of a relative. She describes this situation as having a profound impact on her mental health, noting that the home in question was a major source of stability and positivity for her, and its loss has exacerbated her anxiety.

She has a notable history of mental health concerns [REDACTED]  
[REDACTED]  
[REDACTED]

On examination, her blood pressure is 138/91 mmHg and her heart rate is elevated at 111 bpm. She denies any new symptoms but emphasizes the need for medication refills to help manage her chronic conditions and current stressors.

**Patient Active Problem List**

Diagnosis

Date Noted



[REDACTED]

**Psychiatric:**

[REDACTED]

Mood and Affect: Mood is anxious.

Speech: Speech is rapid and pressured.

Behavior: Behavior is hyperactive. Behavior is cooperative.

[REDACTED]

Comments: **Demonstrates difficulty with decision-making, thought no impulsive or overtly inappropriate behaviors noted. Anxiety liking contributing.**

**Assessment / Plan:**

**Problem List Items Addressed This Visit**

**Fibromyalgia**

History of chronic pain/fibromyalgia [REDACTED]

[REDACTED]

**Relevant Medications**

[REDACTED]

[REDACTED]

Will not prescribe [REDACTED] at this time due to elevated heart rate and blood pressure, as well as reported anxiety. [REDACTED]

Referral to psychiatry for comprehensive evaluation of mental health, [REDACTED] and to address anxiety and coping with psychosocial stressors.

Encourage non-pharmacologic strategies for anxiety and stress management.  
Consider counseling or therapy resources.

**Anxiety and depression**

Encourage non-pharmacologic strategies for anxiety and stress management.

Consider counseling or therapy resources.

Continue current medications

Referral to Psychiatry

[REDACTED]

**Other Relevant Orders**

Amb referral to Psychiatry

[REDACTED]

Encourage non-pharmacologic strategies for anxiety and stress management.  
Consider counseling or therapy resources, she does meet with therapist via phone. Discussed benefits of in person evaluation and agreed to referral



- Anxiety and depression 09/09/2022
- Fatigue 08/15/2022
- Hypertrophy of tonsils 08/15/2022
- Chronic pain syndrome 08/18/2021

- Fibromyalgia 01/02/2019

- Migraine without status migrainosus, not intractable 08/24/2017

**Allergies:** She is allergic to

diphenhydramine hcl; nsoids (non-steroidal anti-inflammatory drug)

**SOC:**

She reports that she has never smoked. She has never used smokeless tobacco. She reports current alcohol use of about 2.0 standard drinks of alcohol per week. She reports that she does not use drugs.

**Review of Systems**

Psychiatric/Behavioral: Positive for agitation and sleep disturbance. Negative for self-injury and suicidal ideas. The patient is nervous/anxious.

Other systems negative unless noted in HPI.

**Physical Exam**

**Cardiovascular:**

Rate and Rhythm: Tachycardia present.



[REDACTED]

Psychiatric:

[REDACTED]

Mood and Affect: Mood is anxious.

Speech: Speech is rapid and pressured.

Behavior: Behavior is hyperactive. Behavior is cooperative.

[REDACTED]

Comments: **Demonstrates difficulty with decision-making, thought no impulsive or overtly inappropriate behaviors noted. Anxiety liking contributing.**

**Assessment / Plan:**

**Problem List Items Addressed This Visit**

**Fibromyalgia**

History of chronic pain/fibromyalgia [REDACTED]

[REDACTED]

Relevant Medications

[REDACTED]

[REDACTED]

Will not prescribe [REDACTED] at this time due to elevated heart rate and blood pressure, as well as reported anxiety. [REDACTED]

Referral to psychiatry for comprehensive evaluation of mental health, [REDACTED] and to address anxiety and coping with psychosocial stressors.

Encourage non-pharmacologic strategies for anxiety and stress management.  
Consider counseling or therapy resources.

**Anxiety and depression**

Encourage non-pharmacologic strategies for anxiety and stress management.  
Consider counseling or therapy resources.  
Continue current medications  
Referral to Psychiatry

[REDACTED]

Other Relevant Orders

Amb referral to Psychiatry

[REDACTED]

Encourage non-pharmacologic strategies for anxiety and stress management.  
Consider counseling or therapy resources, she does meet with therapist via phone. Discussed benefits of in person evaluation and agreed to referral



Start of Page 1



**CLEMSON**  
REDFERN HEALTH CENTER

January 3, 2014

RE: Elspeth Snow Murday  
DOB: 09/29/1984  
CU ID: C69321223

Exhibit

6b

**REDFERN HEALTH  
CENTER**

Division of Student Affairs  
Clemson University  
Box 344054  
Clemson, SC  
29634-4054

P 864-656-2233  
F 864-656-0760

To Whom It May Concern:

Ms. Murday suffers from fibromyalgia and degenerative disc disease of the spine. The fibromyalgia is the principal problem. Her symptoms tend to wax and wane and are unpredictable.

I request that she be granted the following accommodations:

- 1) Allowance to work at home as much as possible with permitted flexible work hours and limited days on campus, if possible, to 2 days per week.
- 2) Accommodation regarding length of time for completing degree work and her dissertation. Due to her fibromyalgia, some days are better than others in no predictable fashion.

Please note that the patient is self-supporting, including her school expenses. Working a job and finishing her dissertation at the same time necessarily takes more time.

Thank you for your consideration.

Sincerely,

Lake H. Jameson, M.D.  
Medical Director  
Redfern Health Center  
Clemson University

**SCAN TO EMR**

LHJ/ksr

[www.clemson.edu/redfern](http://www.clemson.edu/redfern)

End of Page 1



Elspeth Murday  
217 Hall Rd  
Westminster, SC 29693-K05



Retail



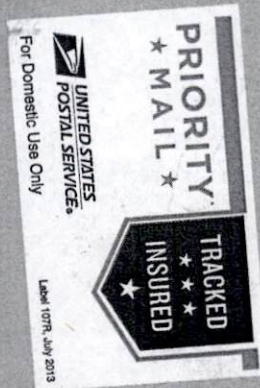
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P.O. Box 11629  
Columbia, SC 29211

**RECEIVED**  
AUG 10 2026  
SC Court of Appeals

LM  
08/10/26