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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Mikell R. Scarborough, Master in Equity

Appellate Case No. 2026-001814

Richard Young and Jason Greene .... Petitioners,

v.

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

RETURN TO PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. Whether the Court of Appeals erred in holding that the Second Settlement Agreement and Release extinguished Respondents' obligations under a promissory note and recorded mortgage where those instruments are not identified in the Second Settlement Agreement, no satisfaction of the mortgage was required or filed, and Paragraph 16 expressly preserved the First Settlement Agreement except for the limited release of the Beasleys from the Confession of Judgment.

2. Whether the Court of Appeals' decision conflicts with this Court's decision in *Lever v. Lighting Galleries, Inc.*, 374 S.C. 30, 647 S.E.2d 214 (2007), and related authority, which establish that a mortgage is separate security for the debt and remains enforceable until the mortgage debt is actually satisfied or the mortgage is expressly released.

3. Whether the Court of Appeals exceeded the proper scope of appellate review by granting Respondents' Motion for Summary Judgment, rather than remanding for further proceedings, where the Master denied that motion as moot and did not enter a merits ruling on Respondents' entitlement to judgment as a matter of law.

INTRODUCTION AND COUNTER-STATEMENT OF THE CASE

Respondents John W. Beasley a/k/a John W. Beasley, Sr. and Lillian Beasley, in their individual capacities and as Trustees or Successors in trust under the Beasley Living Trust dated August 14, 2018 ("Respondents"), respectfully submit this Return to the Petition for Writ of Certiorari filed by Petitioners Richard Young and Jason Greene ("Petitioners") pursuant to Rule 242(f) of the South Carolina Appellate Court Rules. The Court of Appeals' decision was correct and does not warrant this Court's review.

This case arises from Petitioners' attempt to foreclose a mortgage on real property located at 1050 Sea Eagle Watch, Charleston, South Carolina (the "Subject Property") despite having previously executed a comprehensive settlement agreement and release that fully discharged Respondents from all indebtedness. The Court of Appeals correctly reversed the Master-in-Equity's grant of summary judgment to Petitioners, finding that the plain language of the settlement documents "clearly evince an intent to fully release [Respondents] from all debt owed to [Petitioners] through all remedies." (Opinion at 5.)

A. Factual Background

Respondents' son, John W. Beasley, Jr. ("Beasley Jr."), borrowed approximately six hundred and forty thousand dollars ($640,000) from Petitioners. Beasley Jr. failed to repay the loan.

In November 2017, the debtors—including Respondents—entered into a Settlement Agreement and Mutual Release (the "First Settlement Agreement"), which acknowledged a debt of six hundred forty-seven thousand five hundred dollars ($647,500.00). Contemporaneously with the First Settlement Agreement, the debtors executed a Promissory Note (the "Note"), a Mortgage on the Subject Property (the "Mortgage"), and a Confession of Judgment. The Mortgage was recorded on December 8, 2017.

The debtors subsequently defaulted on their obligations. The Confession of Judgment was filed on May 30, 2019. In September 2019, First Citizens Bank & Trust Company initiated a separate foreclosure action on the Subject Property based on a senior lien, which was subsequently resolved.

On November 30, 2020, Petitioners and Respondents executed a second Settlement Agreement and Mutual Release (the "Second Settlement Agreement"). Under this agreement, Respondents paid fifty thousand dollars ($50,000) to Petitioners. In exchange, Petitioners agreed to comprehensive release language discharging Respondents from all claims. Specifically:

- The operative release provision stated that Petitioners "fully release and forego all legal, equitable, and statutory remedies and processes available to them" with respect to Respondents.
- Paragraph 4 stated that the agreement resolved "a variety of doubtful and disputed claims and counterclaims" for "peace of mind" and to "avoid the significant costs of protracted

litigation."

- Paragraph 5 contained an integration clause providing that the Second Settlement Agreement constituted the entire agreement between the parties, superseding all prior agreements.
- Paragraph 9 provided that "no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances."
- Paragraph 16 preserved the First Settlement Agreement "except for the release of [Respondents] herein." This language expressly confirms that Respondents were being released, while the First Settlement Agreement remained in effect as to the non-released debtors—Beasley Jr. and his company, Beasley Construction Company, LLC ("Beasley Construction").

On March 17, 2021, Petitioners filed a Release of record that personally released Respondents from the judgment and released the Subject Property from the lien of the Mortgage.

B. Procedural History

Despite the comprehensive release, Petitioners commenced this mortgage foreclosure action in August 2022, seeking to foreclose on the Subject Property. Petitioners moved for summary judgment on May 5, 2023. Respondents opposed the motion and filed a cross-motion for summary judgment on August 8, 2023. On August 23, 2023, the Master-in-Equity granted Petitioners' motion for summary judgment. On October 6, 2023, the Master denied Respondents' motion for reconsideration and their cross-motion for summary judgment. A foreclosure and sale order was entered on November 2, 2023.

Respondents appealed. Following briefing and oral argument on March 12, 2026, the Court of Appeals issued its opinion on May 6, 2026, reversing the Master-in-Equity's order. The Court of Appeals held that "the clear intention of the parties was to release [Respondents] from all indebtedness." (Opinion at 5.) The Court of Appeals denied Petitioners' petition for rehearing on July 17, 2026. Petitioners filed their Petition for Writ of Certiorari on August 14, 2026. This Return is timely filed pursuant to Rule 242(f) of the South Carolina Appellate Court Rules.

C. Counter-Statement of Alleged Facts Contained within the Petition

Respondents respectfully contend that the Petition contains several material mischaracterizations masquerading as factual allegations and therefore correct those misstatements below.

1. *The Second Settlement Agreement References the Note and Mortgage*

The Petition suggests the Second Settlement Agreement "did not reference the Note or Mortgage." (Petition at 4.) This characterization is misleading.

The Second Settlement Agreement expressly references the Note in the fifth "WHEREAS" clause, found at the bottom of the first page. This clause states:

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

(R. p. 427 (emphasis added).) Similarly, the Second Settlement Agreement expressly references the Mortgage in the first "WHEREAS" clause found at the top of the second page of the Second Settlement Agreement. The clause reads in full:

> WHEREAS, John Sr. and Lillian [i.e. Appellants] agreed to join John Beasley Jr., along with certain other parties, as co-Debtors for the repayment of the Loan ***as well as agreed to pledge certain collateral to secure the repayment of the Loan under the terms hereof*** . . .

(R. p. 428 (emphasis added).) It is indisputable the Loan and collateral referenced in this provision is a reference to the Note and the Subject Property that was subject to the Mortgage, respectively. After all, a loan and a note are essentially interchangeable words for a debt owed from a debtor to a creditor, with the latter just being formalized in writing. *Compare Loan*, *Black's Law Dictionary* (11th ed. 2019) ("A thing lent for the borrower's temporary use; esp., a sum of money lent at interest . . . ."), *with Note*, *Black's Law Dictionary* (11th ed. 2019) ("A written promise by one party (the *maker*) to pay money to another party (the *payee*) or to bearer."). Likewise, a mortgage represents a loan secured by real property as the collateral. *Mortgage*, *Black's Law Dictionary* (11th ed. 2019) ("A conveyance of title to property that is given as security for the payment of a debt or the performance of a duty and that will become void upon payment or performance according to the stipulated terms."). Moreover, there is no other collateral at issue in this case. It can only be a reference to the Subject Property that was subject to the Mortgage. Further, a review of the Note demonstrates it is titled as a Promissory Note, but it contains the same amount of debt outlined in the fifth "WHEREAS" clause of the Second Settlement Agreement as well as the same amount listed in the Mortgage. And the intention of this written instrument is determined by the language of the document, including the language in a recital. *See, e.g.*, *M & M Grp., Inc. v. Holmes*, 379 S.C. 468, 475–77, 666 S.E.2d 262, 265–66 (Ct. App. 2008).

In sum, there can be no dispute that the language of the Second Settlement Agreement contains direct and express references to the Note and Mortgage. The Petition's attempt to create daylight between the Second Settlement Agreement and the Note and Mortgage is unavailing; they concern one and the same obligation.

2. *The Petition Ignores the Comprehensive Scope of the Release Language*

The Petition selectively focuses on Paragraph 2 of the Second Settlement Agreement by alleging the release is limited only "as to the Judgment." (Petition at 4.) But focusing on this isolated provision of the Second Settlement Agreement ignores the comprehensive scope of the release language as a whole, which the Court of Appeals determined "clearly evince[d] an intent to fully release [Respondents] from all debt owed to [Petitioners] through all remedies." (Opinion at 5.) Indeed, the operative release language provides that Petitioners "fully release and forego all legal, equitable, and statutory remedies and processes available to them." Paragraph 4 confirms the agreement resolved "a variety of doubtful and disputed claims and counterclaims." Paragraph 5's integration clause provides that the Second Settlement Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Paragraph 9 unequivocally states that "no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances." These provisions, read together, leave no room for the interpretation Petitioners advance.

3. ***No Demand Was Required Because Satisfaction and Release Were Already Mandated and Effectuated***

The Petition argues that "nothing in the record indicat[es] a demand to satisfy the Mortgage." (Petition at 5.) However, Petitioners were required by statutory law to file a satisfaction of Mortgage after satisfaction of the Debt. The South Carolina Code provides:

> Any holder of record of a mortgage who has received full payment or satisfaction or to whom a legal tender has been made of his debts, damages, costs, and charges secured by mortgage of real estate ***<u>shall</u>*** . . . enter satisfaction in the proper office on the mortgage which shall forever thereafter discharge and satisfy the mortgage.

S.C. Code Ann. § 29-3-310 (emphasis added). Thus, a demand to satisfy the Mortgage was never necessary, because it was already required by statute. Further, Petitioners and Respondents understood that the Second Settlement Agreement resolved all claims between them. Thus, no demand to satisfy the Mortgage was necessary because the parties had already agreed that all of Petitioners' claims against Respondents—including any right to enforce the Mortgage—were released. This understanding is further confirmed by the Release filed on March 17, 2021, which personally released Respondents from the judgment and released the Subject Property from the Mortgage lien. Accordingly, Petitioners' reliance on the absence of a demand is misplaced, as South Carolina law required satisfaction of the Mortgage upon satisfaction of the Debt, and the parties' settlement agreements and subsequent Release unequivocally extinguished any remaining right to enforce the Mortgage.

ARGUMENT

A. The Court of Appeals Correctly Held That the Second Settlement Agreement Released Respondents from All Indebtedness

1. *The Court of Appeals Considered the Entire Agreement*

Petitioners contend that the Court of Appeals failed to consider the Second Settlement Agreement as a whole. (Petition at 9–11.) The record demonstrates otherwise. The Court of Appeals expressly cited *Abel v. S.C. Department of Health & Environmental Control*, 419 S.C. 434, 441, 798 S.E.2d 445, 448 (Ct. App. 2017), for the governing principle that "[t]he parties' intention must be gathered from the contents of the entire agreement and not from any particular clause thereof." (Opinion at 5.) The Court of Appeals then proceeded to analyze multiple provisions of the Second Settlement Agreement—including Paragraphs 2, 5, 9, and 16—as well as the operative release language and the Release filed on March 17, 2021. Indeed, the Opinion analyzed all of the provisions of the Second Settlement Agreement than the Petition itself cites.

The Court of Appeals did not ignore Petitioners' argument either. To the contrary, the Opinion expressly acknowledged Petitioners' contention that the documents released only the Confession of Judgment, leaving Respondents obligated under the Note and Mortgage. The Court considered and rejected that argument, finding that the documents "clearly evince an intent to fully release [Respondents] from all debt owed to [Petitioners] through all remedies." (Opinion at 5.)

The release language is unambiguous. The operative provision states that Petitioners "fully release and forego *all* legal, equitable, and statutory remedies and processes available to them." (Emphasis added.) Paragraph 9 provides that "no claim or demand whatsoever should survive the making of this Settlement and Release under any circumstances." Paragraph 5's integration clause provides that the Second Settlement Agreement supersedes all prior agreements. This language admits of no ambiguity.

Paragraph 16 of the Second Settlement Agreement, far from supporting Petitioners' position, actually confirms that Respondents were released. Paragraph 16 preserves the First Settlement Agreement "except for the release of [Respondents] herein." This language expressly excepts Respondents from the preservation of the First Settlement Agreement—meaning the First Settlement Agreement remains in effect as to the non-released debtors (Beasley Jr. and Beasley Construction), but Respondents *are* released. Petitioners' contrary reading of Paragraph 16 would render the express exception meaningless—a result this Court's precedent forbids. *See Barnacle Broad., Inc. v. Baker Broad., Inc.*, 343 S.C. 140, 146–47, 538 S.E.2d 672, 675 (Ct. App. 2000) (noting courts look to the contract language to determine the parties' intent); *Holden v. Alice Mfg., Inc.*, 317 S.C. 215, 221, 452 S.E.2d 628, 631 (Ct. App. 1994) (holding contract must be construed reasonably and not interpreted to lead to absurd results).

2. *There Is No Conflict with* Lever v. Lighting Galleries

Petitioners argue that the Court of Appeals' decision conflicts with *Lever v. Lighting Galleries, Inc.*, 374 S.C. 30, 647 S.E.2d 214 (2007). (Petition at 7–9.) There is no conflict. The Court of Appeals expressly acknowledged the *Lever* principle, stating: "We agree with [Petitioners'] argument that they can pursue multiple remedies as long as there is only one satisfaction." (Opinion at 5–6.) The Court did not hold that a creditor may not pursue multiple remedies. Rather, the Court found that Petitioners had already obtained satisfaction—they "chose to forego all remedies against Respondents in exchange for the $50,000 payment, thus precluding [Petitioners] from seeking any further repayment from [Respondents]." (Opinion at 6.)

Lever holds that a mortgage survives as a lien on real property until the underlying debt is either satisfied or the mortgage is expressly released. That is precisely what occurred here. Through the Second Settlement Agreement, Petitioners voluntarily released Respondents from all indebtedness in exchange for fifty thousand dollars ($50,000) and subsequently filed a Release discharging the Mortgage. A creditor's voluntary settlement constituting a full release of the debtor is entirely consistent with *Lever*. *See also Fanning v. Hicks*, 284 S.C. 456, 458, 327 S.E.2d 342, 343 (1985) ("The elements of an accord and satisfaction are the agreement between the parties to settle a dispute (the accord), and the payment of the consideration expressed in the accord (the satisfaction)."); *Nichols v. Briggs*, 18 S.C. 473, 484 (1883) (holding "nothing short of an actual payment of the debt or an express release, will operate as a discharge of the mortgage").

This is a straightforward contract-interpretation case applying well-settled principles of South Carolina law. It does not present a conflict with any controlling authority of this Court justifying review under Rule 242(b)(3) of the South Carolina Appellate Court Rules.

B. The Court of Appeals Did Not Exceed the Proper Scope of Appellate Review

Petitioners contend that the Court of Appeals exceeded the proper scope of appellate review by entering judgment in favor of Respondents rather than remanding the matter to the trial court. (Petition at 11–14.) This argument lacks merit.

Both parties filed cross-motions for summary judgment. It is well settled in South Carolina that "[w]here cross motions for summary judgment are filed, the parties concede the issue before [the Court of Appeals] should be decided as a matter of law." *Quicken Loans, Inc. v. Wilson*, 425

S.C. 574, 579, 823 S.E.2d 697, 700 (Ct. App. 2019) (quoting *Wiegand v. U.S. Auto. Ass'n*, 391 S.C. 159, 163, 705 S.E.2d 432, 434 (2011)); *see also S.C. Pub. Int. Found. v. Calhoun Cnty. Council*, 432 S.C. 492, 495, 854 S.E.2d 836, 837 (2021). Here, the Court of Appeals simply decided the issue of contract interpretation as a matter of law in an appropriate *de novo* review. And it was certainly not constrained to merely find ambiguity in the contract; it acted within its authority to find the contract was clear and the issue on appeal should be decided in favor of Respondents. *See, e.g.*, *Buchanan v. The S.C. Prop. & Cas. Ins. Guar. Ass'n*, 417 S.C. 562, 569, 790 S.E.2d 783, 786 (Ct. App. 2016), *aff'd as modified sub nom. Buchanan v. S.C. Prop. & Cas. Ins. Guar. Ass'n*, 424 S.C. 542, 819 S.E.2d 124 (2018) (reversing the grant of summary judgment to one party in an appeal from cross motions for summary judgment that the statute at issue was unambiguous). Thus, whether the Court of Appeals only reverses the grant of summary judgment to Petitioners, by finding the Second Settlement Agreement, must be interpreted in favor of Respondents, or in addition, reverses the denial of summary judgment to Respondents, the outcome remains the same: judgment should be rendered in favor of Respondents. The Court therefore did not exceed the scope of its review and acted fully within its authority to issue a definitive conclusion of law.

C. This Case Does Not Present Novel or Significant Questions of Law Warranting Certiorari

The Court of Appeals' Opinion is unpublished (No. 2026-UP-201) and carries no precedential value. Rule 268(d)(2), SCACR. This case involves nothing more than the straightforward application of well-settled principles of contract interpretation to the specific language of the Second Settlement Agreement. The Court of Appeals applied standard rules of contract construction—gathering the parties' intent from the four corners of the agreement—and determined that the comprehensive release language unambiguously discharged Respondents from all indebtedness to Petitioners.

Petitioners' policy arguments regarding the potential impact of the Opinion on settlement practice and title certainty are speculative and unpersuasive. (Petition at 6–7.) The Opinion does not establish any new rule of law. It does not alter the principles governing mortgage liens, settlement agreements, or contract interpretation. Rather, the Opinion simply concluded that the specific, comprehensive release language in this particular agreement released Respondents from all claims. This fact-specific application of existing law creates no precedent that could unsettle established practice.

Petitioners themselves acknowledge that this Court's review of unpublished opinions is "exceedingly rare." (Petition at 6.) They have failed to demonstrate the exceptional circumstances that would warrant such review here. More importantly, the Petition identifies no actual conflict with controlling precedent and no novel question of law. *See* Rule 242(b)(1), (3), SCACR. Because Petitioners cannot meet the standard for certiorari, their Petition should be denied.

CONCLUSION

For the foregoing reasons, Respondents respectfully request that this Court deny the Petition for Writ of Certiorari. The Court of Appeals correctly applied well-settled principles of contract interpretation and determined that the plain and unambiguous language of the Second Settlement Agreement and Release fully discharged Appellants from all indebtedness to Petitioners. The Petition identifies no conflict with controlling precedent, no novel question of law, and no issue warranting this Court's review.

Respectfully submitted,

[*signature page follows*]

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