

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appellate Case No. 2026-001100

In the Matter of the Estate of David Edward Murday, Deceased

Elsbeth Murday, Appellant,

v.

Alanna Murday, Respondent.

Appeal from Richland County

Court of Common Pleas

Circuit Court Case No. 2026-CP-40-00467

The Honorable William W. Wheeler III, Circuit Court Judge

The Honorable Daniel Coble, Circuit Court Judge

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SEP 28 2026

SC Court of Appeals

APPELLANT'S DESIGNATION OF MATTER TO BE

INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 209, SCACR, Appellant designates the following matters from the proceedings in Richland County Court of Common Pleas Case No. 2026-CP-40-00467 for inclusion in the Record on Appeal.

The identifiers used below (O-, P-, T-, and E-) are supplied for clarity of reference only. They do not replace original exhibit numbers and are not Record on Appeal page numbers. Orders and pleadings are designated in their entirety, including captions and signatures. Filing stamps and proofs of service are designated because filing, service, timeliness, and notice are disputed issues

on appeal. Exhibits are designated individually below rather than by blanket designation of every attachment to every filing.

Because the filings below do not carry continuous stamped pagination across their attachments, page references stated as “as-filed page” or “as-filed pages” count the pages of the identified filing as filed, beginning with its first page. Where a designated document also bears its own internal pagination, that pagination is preserved.

A. Orders

O-01. Probate Court Order Denying Application for Restraint, filed January 15, 2026, as attached to the Notice of Intent to Appeal filed in Circuit Court January 27, 2026.

O-02. Circuit Court Form 4 order granting Respondent’s motion to dismiss, filed March 20, 2026, Judge Wheeler.

O-03. Circuit Court order granting dismissal, filed March 27, 2026, Judge Wheeler, including its electronic filing cover/certificate. The filed instrument bears a “Proposed Order” heading; the order designated is the one entered and filed March 27, 2026.

O-04. Circuit Court Form 4 order denying Appellant’s Rule 59(e) motion filed March 25, 2026, entered April 8, 2026, Judge Wheeler.

O-05. Circuit Court Form 4 order granting the motion for an appeal bond, filed June 5, 2026, following the June 4 hearing, Judge Coble.

O-06. Circuit Court Order Granting Respondent’s Expedited Motion for Appeal Bond, filed June 9, 2026, Judge Coble.

O-07. Circuit Court Form 4 order denying Respondent’s motion to alter or amend the bond ruling, filed July 8, 2026, Judge Coble.

O-08. Circuit Court Form 4 order denying Appellant’s motion to alter or amend the bond ruling, filed July 9, 2026, Judge Coble.

O-09. Circuit Court Form 4 order denying Appellant’s motion for a ruling on her pending motion, filed August 12, 2026, Judge Coble.

B. Pleadings, motions, and affidavits

P-01. Appellant’s completed Form 356ES, Notice of Intent to Appeal to Circuit Court, dated January 16, 2026 and bearing the Circuit Court filing stamp of January 27, 2026. Its attached January 15 order is identified as O-01.

P-02. Respondent’s Motion to Dismiss Appeal, filed February 5, 2026.

P-03. Affidavit of Alanna Murday filed February 5, 2026 concerning the notice of appeal and service.

P-04. Appellant’s Response in Opposition to Dismissal and Motion for Continuance, filed February 27, 2026, including the file-stamped motion coversheet, as-filed pages 1–3. The motion body also bears the heading “Motion for Extension and Response to Motion to Dismiss.” Selected accompanying documents are identified below. The amended version supplied with the March 13 packet is separately identified as P-06.

P-05. Appellant’s Motion for Stay Pending Appeal, filed February 27, 2026, including the file-stamped motion coversheet.

P-06. Amended Appellant’s Response in Opposition to Dismissal and Motion for Continuance, dated February 27, 2026, supplied with the March 13 affidavit packet, as-filed pages 23–24. The copy designated bears the “AMENDED” marking and is distinct from the original February 27 filing. The accompanying March 6 cover letter is E-30.

P-07. Affidavit of Elspeth S. Murday in Support of Motion for Stay, filed March 13, 2026, including its signature, verification, and filing material, as-filed pages 1–4. The accompanying Statement of Facts and Legal Argument Summary are identified as P-08; selected exhibits are identified below.

P-08. Statement of Facts and Legal Argument Summary accompanying the March 13 affidavit in support of a stay, as-filed pages 5–6, both pages in full.

P-09. Appellant’s Affidavit of Service, dated March 6, 2026 and filed March 13, 2026, identifying the documents mailed to Respondent’s counsel on March 6, 2026.

P-10. Appellant’s first Rule 59(e) motion to alter or amend, filed March 25, 2026, directed to the March 20 Form 4 dismissal order, including its file-stamped coversheet.

P-11. Appellant’s second Rule 59(e) motion to alter or amend, filed April 6, 2026, directed to the March 27 dismissal order, including its file-stamped coversheet and accommodation request, as-filed pages 1–10. Its Exhibit A, “Drafted Statement of Issues on Appeal,” is designated as E-22.

P-12. Appellant’s Notice of Request for Reasonable Accommodation, dated April 3, 2026 and filed April 6, 2026, together with the accompanying signed statement dated April 3 concerning delivery of a printed notice to the Probate Court.

P-13. Respondent's Expedited Motion for Appeal Bond, filed May 21, 2026, complete five-page motion. Its Exhibits A and B are designated as E-20 and E-21 below.

P-14. Appellant's 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, filed June 22, 2026: complete nine-page motion and file-stamped coversheet, at as-filed pages 1–10. The complete original Exhibit 3(a)–3(v) series is designated as E-35, with other exhibits identified below.

P-15. Respondent's motion to alter or amend the bond order, filed June 29, 2026.

P-16. Respondent's return to Appellant's motion to alter or amend the bond order, filed July 2, 2026.

P-17. Appellant's Motion for Ruling on Pending Rule 59(e) Motion to Alter or Amend (Filed April 6, 2026), or, in the Alternative, Confirmation of This Court's Jurisdiction to Rule, filed August 11, 2026, including its filed coversheet and complete six-page motion. Selected original numbered exhibits are identified below.

P-18. Appellant's Reply in Support of Motion to Alter or Amend Judgment and Renewed Request for Disability Accommodations, submitted to the Circuit Court July 3, 2026 and file-stamped July 24, 2026: complete twelve-page reply, including its exhibits and Appellant's July 3, 2026 correspondence transmitting it to the Circuit Court. Designated because Parts IV.B and V of the reply address the circumstances under which the probate appeal stalled and Appellant's accommodation history, both of which bear on the orders appealed from, and because it was submitted before the July 9, 2026 ruling on the motion to which it replies.

C. Transcript

T-01. Complete certified transcript of the March 19, 2026 Circuit Court hearing on Respondent's motion to dismiss, including the title and reporter's certification.

D. Exhibits and other documentary matter

E-01. February 26, 2026 email from Adam Ruffin to Appellant, subject "Order Denying Application for Restraint," attached to Appellant's February 27 continuance filing. This is the complete email-printout page appearing as as-filed page 4.

E-02. February 19, 2026 email from Harold C. Morgan to Appellant, subject "Medical files for probate appeal," attached to Appellant's February 27 continuance filing. This is the complete email-printout page appearing as as-filed page 5.

E-03. Original Exhibit 1 to the August 11 motion: the email thread transmitting the January 15 order and Appellant's January 16 notice-of-intent reply.

E-04. Original Exhibit 2 to the August 11 motion: the "Estate of David Murday 2025-281" email thread concerning court-requested submissions and a same-day deadline.

E-05. Original Exhibit 3 to the August 11 motion: the "Additional documentation" email thread, including the clerk's instruction to copy all parties.

E-06. Original Exhibit 4 to the August 11 motion: the "FW: Estate of Murday 2025-281" email thread concerning submissions in the restraint proceedings.

E-07. Original Exhibit 5 to the August 11 motion: the “Estate of David Edward Murday; Case No. 2025-ES-40-00281” email thread transmitting documents from Respondent’s counsel in response to the court’s request.

E-08. Original Exhibit 6 to the August 11 motion: the December 30, 2025 email thread transmitting the restraint order/hearing notice and discussing witnesses and redaction.

E-09. Original Exhibit 7 to the August 11 motion: the “Motion for Continuance” email thread concerning the request to continue the Probate Court hearing.

E-10. Original Exhibit 8 to the August 11 motion: the proposed-order and redaction email thread, including confirmation of receipt of proposed orders and the January 15 redaction exchange.

E-11. Original Exhibit 9 to the August 11 motion: the overlapping proposed-order email thread including Respondent’s counsel’s submission and the clerk’s confirmation of receipt.

E-12. Original Exhibit 11 to the August 11 motion: the email notice of the March 19 dismissal hearing.

E-13. Original Exhibit 12 to the August 11 motion: the call-log material concerning March 13 and April 20 communications about pending motions and accommodations.

E-14. Two-page Interim Accounting attached to the February 27 continuance filing, as-filed pages 18–19, and submitted again as original Exhibit 1(a) to the June 22 bond motion, as-filed pages 11–12, and within original Exhibit 3(v), as-filed pages 53–54. The same two pages were submitted in each of those filings.

E-15. Original Exhibit 2(a) to the June 22 bond motion: the 2025 Form 1040 page submitted as the tax-return exhibit, as-filed page 13. Only the page submitted with that exhibit is designated.

E-16. Original Exhibit 2(b) to the June 22 bond motion: the two-page schedule headed “Litigation Expenses Shouldered Solely by Appellant,” as-filed pages 14–15.

E-17. Two-page April 27, 2021 Nelnet/Department of Education letter concerning total-and-permanent-disability discharge and completion of post-discharge monitoring, attached to the March 13 affidavit at as-filed pages 7–8 and submitted again as original Exhibit 2(d) to the June 22 bond motion at as-filed pages 17–18. The submitted redactions are part of the designated pages.

E-18. Original Exhibit 4(a) to the June 22 bond motion: the previously filed Notice of Request for Reasonable Accommodation reproduced at as-filed page 55. This is the copy submitted with the June 22 motion; P-12 is the April 6 filing of the same notice.

E-19. Original Exhibit 4(b) to the June 22 bond motion: the three submitted medical-record excerpt pages, as-filed pages 56–58, in their submitted redacted form. Only those filed excerpts are designated.

E-20. Exhibit A to Respondent’s Expedited Motion for Appeal Bond, filed May 21, 2026: Affidavit of Edward C. Boggs, Esq., sworn May 21, 2026, complete two-page affidavit and its Exhibit A identification sheet.

E-21. Exhibit B to Respondent’s Expedited Motion for Appeal Bond, filed May 21, 2026: Affidavit of Donald A. Murday, sworn March 16, 2026 and originally filed March 17, 2026, refiled with the bond motion, including its attached Exhibits A–D (appraisal, contract of sale, bills, and contract addendum), and the bond motion’s Exhibit B identification sheet. The May 21 packet is sixty-four pages.

E-22. Exhibit A to Appellant’s April 6 second Rule 59(e) motion, headed “EXHIBIT A: DRAFTED STATEMENT OF ISSUES ON APPEAL,” complete four-page exhibit, as-filed pages 11–14, including its signature and incomplete March date line as submitted.

E-23. Original Exhibit 10 to the August 11 motion: complete three-page “David E Murday estate questions” email thread of August 25, 2025, including the clerk’s instruction to copy Respondent’s counsel on all email correspondence to the court, as-filed pages 41–43.

E-24. September 23–24, 2025 “[EXTERNAL] David E. Murday estate questions” email thread, including replies from Respondent’s counsel’s firm, attached to the February 27 continuance filing at as-filed pages 10–12. The related later printout is original Exhibit 3(h) to the June 22 bond motion, as-filed pages 28–30; the two printouts are separately designated because their content and annotations differ.

E-25. Appellant’s October 13, 2025 “Friday visit” email to Respondent’s counsel and staff, attached to the February 27 continuance filing at as-filed page 15 and submitted again as original Exhibit 3(m) to the June 22 bond motion at as-filed page 36. The complete submitted page is designated in each filing.

E-26. Three submitted pages of the November 25, 2025 medical-visit record attached to the March 13 affidavit, as-filed pages 9–11, including the original exhibit marking, annotations, and redactions.

E-27. January 6–7, 2026 “Motion for Continuance” email thread, including Appellant’s request and the Probate Court response, attached to the March 13 affidavit at as-filed pages 12–15. This earlier submission is distinct from the later printout designated as E-09.

E-28. January 5, 2026 “Murday estate - hearing delay” email exchange with Respondent’s counsel and accompanying text, as submitted with the March 13 affidavit at as-filed page 19. The entire submitted page is designated.

E-29. Two submitted pages of the March 27, 2023 medical-visit record attached to the March 13 affidavit, as-filed pages 21–22, including the submitted annotations and redactions. Only the submitted pages are designated.

E-30. Appellant’s signed March 6, 2026 cover letter to the Clerk of Court, supplied in the March 13 affidavit packet at as-filed page 25, identifying the service affidavit, stay affidavit and supporting documents, and amended response/motion for continuance.

E-31. Original Exhibit 3(s) to the June 22 bond motion: the submitted page of Madison B. Kelly’s November 13, 2025, 4:57 p.m. email concerning personal property and a signed Private Agreement, as-filed page 46. This is the single page included in that exhibit, bearing email-printout pagination “1/3.”

E-32. Original Exhibit 3(t) to the June 22 bond motion: complete four-page proposed Private Agreement Among Successors concerning the truck, as-filed pages 47–50, including paragraph 5 and the blank execution pages. The one-page excerpt submitted as original Exhibit 2(c), as-filed page 16, is also designated.

E-33. Email component of original Exhibit 3(v) to the June 22 bond motion: Madison B. Kelly’s January 11, 2026 transmission of the Interim Accounting, as-filed page 52. The accompanying accounting at as-filed pages 53–54 is designated as E-14.

E-34. Complete two-page “Statement of Facts: Purchase Negotiations” accompanying the February 27 continuance filing, as-filed pages 6–7, as the statement expressly referenced by that motion.

E-35. Complete original Exhibit 3(a)–3(v) series to Appellant’s June 22 motion concerning the bond: the two-page chronological exhibit index and the supporting correspondence, messages, proposed agreement, and accounting, as-filed pages 19–54 of that fifty-eight-page filing. The series is designated in its original sequence and with its original labels, submitted page excerpts, and annotations. The June 22 copies separately identified as E-14, E-24, E-25, E-31, E-32, and E-33 are part of this series and need not be reproduced twice.

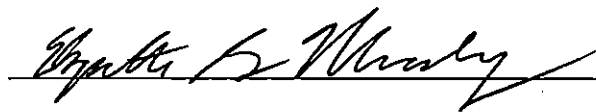
The original exhibit labels are retained. Each designated email thread includes its email headers and the full pages designated, rather than isolated quotations. A submitted excerpt is designated as an excerpt and is not expanded to include pages whose presentation below has not been established. The January 15, 2026 Probate Court order is designated once, as O-01, and its attachment relationship to P-01 appears in this designation.

E-21 is the May 21, 2026 bond motion’s Exhibit B, which itself contains the earlier affidavit’s Exhibits A through D. That nesting is part of the designated matter. Where a document was submitted in more than one filing, each filing event is identified above; identical substantive pages need not be reproduced more than once, and distinct filing stamps, handwritten annotations, and additional messages are part of the designated matter.

The June 22, 2026 exhibit series designated as E-35 is designated as a series, in its original order.

The undersigned certifies that this designation contains no matter that is not relevant to the questions presented on appeal. Rule 209(b), SCACR.

Respectfully submitted,

 Elspeth Murday

Appellant, pro se

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Westminster, SC 29693

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Westminster, South Carolina

Dated: September 18, 2026

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appellate Case No. 2026-001100

In the Matter of the Estate of David Edward Murday, Deceased

Elsbeth Murday, Appellant-Petitioner,

v.

Alanna Murday, Respondent.

Appeal from Richland County

Court of Common Pleas

Circuit Court Case No. 2026-CP-40-00467

The Honorable Daniel Coble, Circuit Court Judge

**PETITION FOR REVIEW OF THE CIRCUIT COURT'S
SUPERSEDEAS RULING (RULE 241(d), SCACR)**

Pursuant to Rule 241(d), SCACR, Appellant-Petitioner Elsbeth Murday, pro se, respectfully petitions this Court for review of the Circuit Court's June 9, 2026 Order Granting Respondent's Expedited Motion for Appeal Bond, and of the Form 4 order of July 9, 2026 denying her motion to alter or amend that ruling. She respectfully requests that this Court vacate or modify the bond requirement.

This petition is separate from Appellant's Initial Brief, served and filed the same day. The relief requested in the brief — reinstatement of her probate appeal — does not depend on the disposition of this petition, and the relief requested here does not depend on the disposition of the brief.

I. Factual background

On January 15, 2026, the Richland County Probate Court entered an Order Denying Application for Restraint, which refused to restrain the sale of the estate's real property at 828 Whaley Street, Columbia, and affirmatively directed the Personal Representative "to continue with the sale of the Real Property."

On January 16, 2026, Appellant transmitted her completed Form 356ES Notice of Intent to Appeal to the Probate Court's e-mail address and to Respondent's counsel, on the same e-mail thread by which the Probate Court had transmitted the January 15 order the previous afternoon. That Notice was file-stamped in the Circuit Court on January 27, 2026, commencing Case No. 2026-CP-40-00467.

On May 21, 2026, Respondent filed an Expedited Motion for Appeal Bond. A hearing was held June 4, 2026. Appellant states that the written notice of that hearing reached her by mail after the hearing had taken place; she attended without having received notice in time to prepare. On June 5, 2026, a Form 4 order granted the motion, and on June 9, 2026 the Circuit Court entered an order requiring a supersedeas bond of \$50,000. Appellant moved to alter or amend on June 22, 2026, setting out the notice problem and submitting a chronological exhibit series. Her motion was denied by Form 4 order on July 9, 2026. That motion, with the exhibits filed with it, is attached to this petition as Attachment D, and the page citations in Parts II.B through II.D below are to the as-filed pagination of that attachment. Respondent filed a return to that motion on July 2, 2026, and Appellant submitted a reply in support of the motion on July 3, 2026, sending it to the Circuit Court by electronic mail on that date and depositing copies in the mail the same day. The reply, with the exhibits filed with it, is attached as Attachment E. It bears a Circuit Court file

stamp of July 24, 2026; Appellant states that the delay between submission and stamping was in the clerk's handling of mailed filings and not in her submission, and she attaches her transmittal correspondence as part of Attachment E so that the date of submission is before the Court.

II. Grounds for the petition

A. Section 62-1-308(h) supplied a stay by operation of law, and the June 9 order does not address it.

Section 62-1-308(h), SCPC, provides: "When an appeal according to law is taken from any sentence or decree of the probate court, all proceedings in pursuance of the order, sentence, or decree appealed from shall cease until the judgment of the circuit court, court of appeals or Supreme Court is had." S.C. Code § 62-1-308.

The order appealed from is the order that directed the Personal Representative to continue with the sale. The sale is therefore not collateral to the appealed order; it is the proceeding the appealed order directed. On the statute's terms, the taking of the appeal caused those proceedings to cease by operation of law, without application to any court and without condition.

The Supreme Court has read subsection (h) as self-executing and has also marked its boundary. In *Ulmer v. Ulmer*, 369 S.C. 486, 633 S.E.2d 148 (2006), the Court read the provision to reach only "proceedings in pursuance of" the appealed order, and not the whole of an estate's administration. See also *In re Estate of Cretzmeyer*, 365 S.C. 12, 615 S.E.2d 116 (2005); *Arnal v. Fraser*, 371 S.C. 512, 640 S.E.2d 458 (2007); *Wilson v. Walker*, 340 S.C. 531, 531 S.E.2d 934 (Ct. App. 2000).

The June 9, 2026 order conditions a stay on a \$50,000 bond. It does not mention § 62-1-308(h), and the record does not show that the provision was considered. Where the statute has already

supplied the stay as to the proceedings in pursuance of the appealed order, a bond imposed as the price of that same stay respectfully warrants review.

Appellant acknowledges the contrary authority and does not suppress it. Rule 241(b)(4), SCACR lists among the exceptions to the general automatic-stay rule “Judgments directing the sale or delivery of possession of real property as provided in S.C. Code Ann. § 18-9-170.” Appellant’s position is that Rule 241 governs stays in appeals to the appellate courts, while § 62-1-308(h) is a statute specific to probate appeals to the circuit court, and that § 62-1-308(g) provides that no party is required to comply with other requirements of the appellate court rules. Whether a rule of appellate practice displaces a probate-specific statute in a circuit court appeal appears to be an open question, and Appellant does not overstate her position on it.

Appellant also notes that Rule 241(c)(3) authorizes a bond as a condition of granting supersedeas or of lifting an automatic stay. It does not make payment of such a bond a condition of taking or maintaining an appeal.

B. The notice of the June 4, 2026 hearing.

Appellant states that written notice of the June 4 hearing reached her by mail after the hearing occurred, and that she was accordingly unable to prepare or present the evidence bearing on whether a bond was necessary and, if so, in what amount. Her June 22 motion set out that account in writing. (June 22 motion, printed p. 2, as-filed p. 3.) *See Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections”).

C. The submitted record bears on the necessity and amount of the bond.

The June 22 motion presented, with the notice objection, a chronological series documenting repeated, documented efforts to obtain information, to purchase the home, and to resolve the dispute — not isolated objections raised after the fact. The series includes requests for financial information, expressions of interest in purchasing the property, proposed alternatives to continued litigation, efforts to arrange an appraisal, and the responses Appellant received, not merely her own requests. (June 22 motion, as-filed pp. 1–10; Exs. 3(a)–(v), as-filed pp. 19–54, particularly Exs. 3(c), (e)–(i), (k)–(p).) That history bears on the asserted delay and carrying costs said to justify the bond, and on the opportunities that existed to avoid or reduce them. (June 22 motion, printed pp. 5–6, as-filed pp. 6–7.)

Appellant relies on that history in support of this petition. She does not ask this Court to decide the underlying purchase dispute.

D. Appellant's financial circumstances.

The materials submitted with the June 22 motion include Appellant's 2025 federal return page, a schedule of litigation expenses she has borne, and documentation of a total-and-permanent-disability student loan discharge. Appellant states that she has no income from employment and cannot post a \$50,000 bond, and that conditioning the continuation of her appeal on that payment would end appellate review of the orders she has challenged.

III. Application to the lower court

Application for this relief was made to the Circuit Court, which entered the June 9, 2026 order and denied Appellant's motion to alter or amend it by Form 4 order on July 9, 2026. Rule 241(d), SCACR. No claim of extraordinary circumstances excusing application below is necessary.

Appellant brings the June 9, 2026 order before this Court by petition rather than by a separate notice of appeal because that is the course Rule 241 prescribes. The automatic stay arises from "the service of a notice of appeal," Rule 241(a), SCACR, and an order lifting that stay or conditioning it upon a bond is ancillary to the appeal already pending. Rule 241(d)(2) accordingly directs an aggrieved party to "petition the appellate court where the appeal is pending for review of this order," and Rule 241(d)(7) provides that "[a]ny party aggrieved by the decision of the lower court ... may petition under this Rule for a review of that decision." The notice of appeal filed as Attachment C is therefore the notice that commenced this appeal and gave rise to the stay, filed in this Court on May 7, 2026, as Rule 241(d)(3) contemplates.

IV. Relief requested

Appellant respectfully requests that this Court:

1. Review the Circuit Court's June 9, 2026 supersedeas ruling and its July 9, 2026 denial of reconsideration;
2. Vacate the \$50,000 bond requirement, or in the alternative modify it to an amount Appellant is able to post, or remand for a hearing on notice sufficient to permit her to be heard on the necessity and amount of any bond; and
3. Grant such other and further relief as this Court deems just.

Respectfully submitted,

Elspeth A. Murday Elspeth Murday

Appellant-Petitioner, pro se

217 Hall Road

Westminster, SC 29693

425.435.0607

emurday@gmail.com

Westminster, South Carolina

Dated: Sept. 18, 2026

VERIFICATION

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

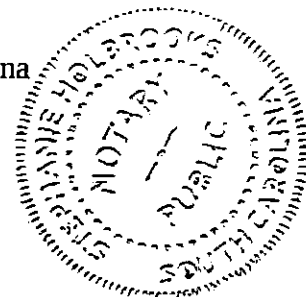
Elspeth Murday, being first duly sworn, states that she is the Appellant-Petitioner in this matter;
that she has read the foregoing Petition for Review of the Circuit Court's Supersedeas Ruling;
and that the factual statements contained in it are true to the best of her knowledge, information,
and belief.

Elspeth A. Murday Elspeth Murday

SWORN to (or affirmed) before me this 18 day of September, 2026.

Stephanie Holbrooks Notary Public for South Carolina

My Commission Expires: 3-5-2035



ATTACHMENTS FILED WITH THIS PETITION

- A. Certified copy of the Circuit Court's Order Granting Respondent's Expedited Motion for Appeal Bond, filed June 9, 2026. Rule 241(d)(3), SCACR.
- B. Certified copy of the Form 4 order denying Appellant's motion to alter or amend the bond ruling, filed July 9, 2026.
- C. Copy of Appellant's Notice of Appeal (Civil) in Appellate Case No. 2026-001100, filed May 7, 2026, together with its proof of service. Rule 241(d)(3), SCACR.
- D. Copy of Appellant's Motion to Alter, Amend, or Reconsider the Circuit Court's June 9, 2026 bond order, served June 22, 2026, together with the exhibits filed with it, including Exhibits 3(a) through 3(v). Rule 241(d)(4)(A) and (C), SCACR. The materials relied upon in Parts II.B through II.D are attached here because they are not otherwise before this Court.
- E. Copy of Appellant's Reply in Support of Motion to Alter or Amend Judgment and Renewed Request for Disability Accommodations, submitted to the Circuit Court on July 3, 2026 and file-stamped July 24, 2026, together with the exhibits filed with it, and together with Appellant's correspondence transmitting the reply to the Circuit Court on July 3, 2026. Rule 241(d)(4)(A) and (C), SCACR. This document completes the application made to the Circuit Court before its July 9, 2026 ruling and is attached because it is not otherwise before this Court.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

FIFTH JUDICIAL CIRCUIT

IN THE MATTER OF:)

Case No. 2026-CP-40-00467

David Edward Murday)
(Decedent)

Elspeth Murday,

v.

Alanna Murday,

Respondent.)

Attachment
A**ORDER GRANTING
RESPONDENT'S EXPEDITED
MOTION FOR APPEAL BOND**

This matter came before the Court for a hearing on June 4, 2026 on Respondent's Expedited Motion for Appeal Bond.

FACTUAL BACKGROUND

On or about January 9, 2025, David E. Murday ("Decedent") died testate. Respondent Alanna Snow Murday, as the primary Personal Representative named in Decedent's Will, filed the Application for Informal Appointment and Probate of Will on February 13, 2025, with the Richland County Probate Court. Respondent has since resigned as the Personal Representative of the Estate and Donald A. Murday, who is named as the alternate Personal Representative in Decedent's Will, has been appointed. Decedent's Will, as amended by the Private Agreement Among Successors filed June 6, 2025, provided that his real property located at 828 Whaley Street, Columbia, SC 29201 (TMS No. R08913-08-02) ("Property") be sold and the proceeds split equally between Decedent's daughters, Petitioner and Respondent. Petitioner and Respondent discussed the possibility of Petitioner buying the Property, but Petitioner refused to purchase the Property at half (1/2) of the appraised value of \$450,000.00 and instead wanted to purchase the Property for

\$1.00 or, at most, at the tax appraised value of \$261,200.

Therefore, Respondent entered into a contract for the sale of the Property for the appraised value with a closing date of December 5, 2025. On or about November 19, 2025, the currently contracted buyers of the Property informed Respondent that Petitioner began texting them in an effort to convince them to not buy the Property, wherein Petitioner stated that she has substantial health problems and that it would end her life if they proceeded with the purchase of the Property. Petitioner also filed an Application for Restraint ("Application") on December 2, 2025, requesting that the Richland County Probate Court restrain Respondent from selling the Property "due to substantial, likely life-threatening medical harm." Petitioner's Application for Restraint was heard by The Honorable Amy W. McCulloch on January 12, 2026. Judge McCulloch denied Petitioner's Application by her Order Denying Application for Restraint ("Order") on January 15, 2026, finding that Petitioner did not show that Respondent "jeopardize[d], unreasonably" Petitioner's interest in the Property; that Petitioner "did not provide evidence showing a causal link between the sale of the Real Property and life-threatening harm to her health;" and that Respondent was "directed to continue with the sale of the Real Property."

Petitioner attempted to appeal Judge McCulloch's Order by emailing a Notice of Intent to Appeal to Circuit Court to the Probate Court and filing such Notice with the Circuit Court on January 27, 2026. Respondent filed a Motion to Dismiss the Appeal on February 5, 2026, due to Petitioner failing to follow the filing requirements of S.C. Code Ann. § 62-1-308(a). After a hearing held March 19, 2026, the Honorable William W. Wheeler, III granted the Respondent's Motion based on Petitioner's failure to comply with the statutory filing requirements by Form 4 Order filed March 20, 2025. Petitioner filed a Motion to Alter or Amend Judgment Pursuant to Rule 59(e), SCRCP, against Judge Wheeler's Form 4 Order on March 25, 2026. Judge Wheeler

denied Petitioner's Motion on April 8, 2026. Respondent filed a formal Order pursuant to Judge Wheeler's Form 4 Order on March 27, 2026, and Petitioner filed a Motion to Alter or Amend Judgment Pursuant to Rule 59(e), SCRCP, on April 6, 2026, against the formal Order. Judge Wheeler has not ruled on Petitioner's second Motion to Alter or Amend Judgment Pursuant to Rule 59(e), SCRCP, but Respondent believes that Judge Wheeler would similarly dismiss the second Motion as it makes fundamentally the same arguments as the first Motion.

Petitioner filed a Notice of Appeal to the Court of Appeals on May 6, 2026. The Property still has not been sold, though the contracted buyers still wish to purchase the Property. Respondent filed an Expedited Motion for Appeal Bond on May 21, 2026.

Based upon the pleadings and evidence presented at the June 4, 2026 motion hearing, I find as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

Petitioner filed a Notice of Appeal to the Court of Appeals on May 6, 2026, however, pursuant to Rule 241(a), SCACR, the Court of Common Pleas "retains jurisdiction over matters not affected by the appeal," including the grant or denial of a bond and the determination of the amount of the bond. Generally, civil matters are automatically stayed upon service of a notice of appeal. Rule 241(a), SCACR. However, there are some exceptions to the automatic stay, including "judgments directing the execution of conveyances or other instruments" and "judgments directing the sale or delivery of possession of real property." Rule 241(b), SCACR.

In this case, the Probate Court's Order directed the Personal Representative for the Estate of David E. Murday to "continue with the sale of the Real Property." Therefore, the exceptions in Rule 241(b) apply to this case and the matter is not automatically stayed. However, as stated in the Affidavit of Edward C. Boggs, the contracted buyers have been unable to obtain title insurance

while Judge McCulloch's Order is under appeal and have thus been unable to close on the Property, which puts the Estate of David E. Murday at risk of breaching its contract with the contracted buyers, exposed to further carrying costs, and loss of the sale of the Property at the appraised value. Thus, this Court agrees with Respondent that an appeal bond is proper in this case.

Rule 241(c), SCACR, allows this Court to condition supersedeas upon terms such as the filing of bond. Rule 65(c), SCRCR, states that the Court may require in the amount it deems proper "the giving of security by the applicant . . . for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained." After considering the sale price of the Property and the expenses incurred by the Estate due to the sale of the Property essentially being stayed by the appeal itself as stated by Respondent, this Court sets the appeal bond at \$50,000.00.

ORDER

Accordingly, this Court hereby requires Petitioner to post an appeal bond in the amount of \$50,000.00 within ten (10) days of the filed date of this Order.

AND IT IS SO ORDERED.

The Honorable Daniel Coble
Court of Common Pleas for Richland County

Columbia, South Carolina
_____, 2026



Richland Common Pleas

Case Caption: Elspeth Snow Murday VS Alanna Snow Murday , defendant, et al
Case Number: 2026CP4000467
Type: Order/Other

So Ordered

s/ Daniel Coble, 2774

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2026CP4000467

Elspeth Snow Murday
PLAINTIFF(S)

Alanna Snow Murday et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

This matter is before the Court on Appellant's Motion for Reconsideration pursuant to Rule 59(e) SCRPC ("the Motion"), which was timely filed on June 22, 2026. The Motion asks this Court to alter, amend, or reconsider its Order, entered June 9, 2026. After reviewing the applicable law and considering arguments raised in the Motion, the court is unable to discover any material fact or principle of law that has either been overlooked or disregarded and further finds no error of law or fact not appropriately considered. Therefore, the Motion to Alter, Amend, or Reconsider is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/09/2026 .

Elspeth Snow Murday for Elspeth Snow Murday
Elspeth Snow Murday for Elspeth Snow Murday

Attachment
B

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Richland Common Pleas

Case Caption: Elspeth Snow Murday VS Alanna Snow Murday , defendant, et al
Case Number: 2026CP4000467
Type: Order/Electronic Form 4

So Ordered

s/ Daniel Coble, 2774

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
MAY 07 2026
SC Court of Appeals

Elsbeth Snow Murday,
Appellant,

vs.

The Personal Representative(s) for the
Estate of David E. Murday,
and
Alanna Snow Murday, individually
Respondent(s).

Appellate Case No. 2026-

Attachment
C

Appeal From Richland County
Court of Common Pleas

Case No. 2026-CP-400-0467

NOTICE OF APPEAL

TO: THE RESPONDENT(S) ABOVE-NAMED AND THE ESTATE'S COUNSEL OF
RECORD:

PLEASE TAKE NOTICE that the Appellant, Elsbeth Snow Murday, hereby appeals to
the South Carolina Court of Appeals from the following Orders of the Honorable William H.
Wheeler, III, in the Richland County Court of Common Pleas:

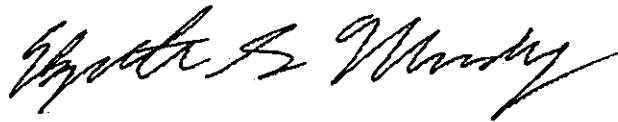
- 1) The Order Granting Respondent's Motion to Dismiss Appeal, filed and entered on
March 27, 2026.
- 2) The Form 4 Judgment, filed and entered on April 8, 2026, which denied
Appellant's timely Motion to Alter or Amend Judgment pursuant to Rule 59(e),
SCRCP.

Appellant received written notice of the entry of the Form 4 Judgment on April 9, 2026. This Notice of Appeal is timely served pursuant to Rule 203(b), SCACR.

Pursuant to Rule 203(d), SCACR, Appellant provides the following information:

1. Date of Order: April 8, 2026
2. Date of Receipt: April 9, 2026
3. Transcript: Appellant is ordering a transcript of the hearing.
4. Attorney of Record for the Estate of David E. Murday, Respondent.

William H. Edwards
Moore Bradley Myers Law Firm
1700 Sunset Blvd.
West Columbia, SC 29169
(803) 796-9160
will@mbmlawsc.com



Elspeth Snow Murday
217 Hall Rd.
Westminster, SC 29693-1505
(425) 435-0607
emurday@gmail.com

Appellant, *Pro Se*

Westminster, South Carolina

Dated: May 6, 2026.

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

RECEIVED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

MAY 07 2026

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Hon. William H. Wheeler, III Circuit Court Judge

Case No. 2026-CP-400-0467

Elsbeth Snow Murday

Appellant/Respondent,

v.

Harina Snow Murday /
Personal Representative for
the Estate of David E. Murday

Appellant/Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on William H. Edwards by depositing
(Name)
a copy of it in the United States Mail, postage prepaid, on 5/7/2026, addressed to,
(Date)
William H. Edwards, Moore Bradley Myers Law Firm, 1700 Sunset
Bldg. West Columbia, SC 29169

Date: 5/7/2026

sl Elsbeth Snow Murday
Address: 217 Hall Rd
Westminster, SC 29693

STATE OF SOUTH CAROLINA
COUNTY OF: Richland
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2026CP4000467

Elspeth Snow Murday
PLAINTIFF(S)

Alanna Snow Murday et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

I have considered the Appellant's Rule 59. (e) Motion to Alter or Amend Judgment, filed on March 25, 2026, and respectfully decline to alter, amend, or vacate the Court's prior ruling.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/08/2026 .

Elspeth Snow Murday for Elspeth Snow Murday
Elspeth Snow Murday for Elspeth Snow Murday

RECEIVED

MAY 07 2026

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Richland Common Pleas

Case Caption: Elspeth Snow Murday VS Alanna Snow Murday , defendant, et al

Case Number: 2026CP4000467

Type: Order/Electronic Form 4

So Ordered

William W. Wheeler, III

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

FIFTH JUDICIAL CIRCUIT

IN THE MATTER OF:)

Case No. 2026-CP-40-00467

David Edward Murday)
(Decedent))

Elspeth Murday,)

Petitioner,)

v.)

Alanna Murday,)

Respondent.)

**PROPOSED ORDER GRANTING
RESPONDENT'S MOTION TO
DISMISS APPEAL****RECEIVED****MAY 07 2026****SC Court of Appeals**

This matter came before the Court for a hearing on March 19, 2026 on Respondent's Motion to Dismiss Appeal.

FACTUAL BACKGROUND

On or about January 9, 2025, Decedent died testate. Decedent's daughter and the Respondent, Alanna Murday, as the primary Personal Representative named in Decedent's Will, filed the Application for Informal Appointment and Probate of Will on February 13, 2025, with the Richland County Probate Court. Decedent's Will, as amended by the Private Agreement Among Successors filed June 6, 2025, provided that his real property located at 828 Whaley Street, Columbia, SC 29201 (TMS No. R08913-08-02) ("Property") be sold and the proceeds split equally between Decedent's children. The Property was appraised and valued at four hundred fifty thousand and 00/100 (\$450,000.00) dollars.

Respondent entered into a contract for the sale of the Property for the appraised value with a closing date of December 5, 2025. Petitioner filed an Application for Restraint ("Application") on December 2, 2025, requesting that the Richland County Probate Court

restrain Respondent from selling the Property “due to substantial, likely life-threatening medical harm.”

Petitioner’s Application for Restraint was heard by The Honorable Amy W. McCulloch on January 12, 2026. Judge McCulloch denied Petitioner’s Application by her Order Denying Application for Restraint (“Order”) on January 15, 2026, finding that Petitioner did not show that Respondent “jeopardize[d], unreasonably” Petitioner’s interest in the Property; that Petitioner “did not provide evidence showing a causal link between the sale of the Real Property and life-threatening harm to her health;” and that Respondent was “directed to continue with the sale of the Real Property.” Petitioner filed a Notice of Appeal of Judge McCulloch’s Order with the Circuit Court.

Respondent filed this Motion to Dismiss, asserting that Petitioner failed to perfect the appeal from the Probate Court pursuant to S.C. Code Ann. § 62-1-308(a) and (b). Based upon the pleadings and evidence presented at the March 19, 2026 motion hearing, I find as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

I. I find and conclude that Petitioner failed to file and serve the Notice of Appeal as required by S.C. Code Ann. § 62-1-308(a).

S.C. Code Ann. § 62-1-308 governs appeals from the probate court to the circuit court.

S.C. Code Ann. § 62-1-308(a) specifically states that

[a] person interested in a final order, sentence, or decree of a probate court may appeal to the circuit court in the same county, subject to the provisions of Section 62-1-303. The notice of intention to appeal to the circuit court must be filed in the office of the circuit court and in the office of the probate court and a copy served on all parties not in default within ten days after receipt of written notice of the appealed from order, sentence, or decree of the probate court.

a. Petitioner failed to properly or timely file the notice of appeal with the Richland County Probate Court.

Petitioner did not properly or timely file her notice of appeal with the Probate Court

pursuant to S.C. Code Ann. § 62-1-308(a). On January 15, 2026, the Probate Court emailed Judge McCulloch's Order to the parties. On January 16, 2026, Petitioner replied to the Probate Court's email with her Notice of Intent to Appeal. S.C. Code Ann. § 62-1-308(a) states that the notice of appeal must be filed with the Probate Court within ten (10) days of receipt of the appealed from order. The emailed Notice is not a proper filing with the Probate Court. No physical signed copy has been filed with the Probate Court, the Notice does not appear in the online database for the Probate Court, and there is no public record of the Notice being filed with the Probate Court. Petitioner has failed to properly or timely file the notice of appeal with the Probate Court within ten (10) days of the date of the Order, as required by S.C. Code Ann. § 62-1-308(a).

b. Petitioner failed to properly or timely serve Respondent with the notice of appeal.

Petitioner did not notify Respondent of her Notice to the Probate Court or Circuit Court as required by S.C. Code Ann. § 62-1-308(a). The statute requires that Petitioner serve a copy of the Notice on all parties within ten (10) days of the Order. Petitioner did copy Respondent's counsel on her email to the Probate Court with the Notice. While service of a document by email is allowed pursuant to the Supreme Court's Order dated April 24, 2024, the Supreme Court's Order only allows South Carolina lawyers to serve each other at the email addresses listed in the Attorney Information System, not *pro se* litigants to serve lawyers by email. Further, even if service of the Notice by email is sufficient, Petitioner has not filed a proof of service with the Probate Court evidencing such service by email as required by Rule 203(d)(B)(i), SCACR. Petitioner also did not serve Respondent with a copy of the Notice filed with the Circuit Court until March 6, 2026, and did not file a proof of delivery of such service with the Circuit Court until March 13, 2026.

Therefore, Petitioner failed to properly or timely serve Respondent with the notice of appeal and has failed to file a proof of service, as required by S.C. Code Ann. § 62-1-308(a) and Rule 203(d)(B)(i), SCACR, and her attempted appeal is untimely and not perfected.

The question of compliance with rules, regulations, and statutes governing an appeal is one of appellate jurisdiction. *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004). The failure to comply with procedural requirements for an appeal divests a court of appellate jurisdiction. *In re Est. of Cretzmeyer*, 365 S.C. 12, 14, 615 S.E.2d 116, 117 (2005). Procedural requirements regarding filing and service of a notice of appeal are jurisdictional requirements, and the time for service may not be extended by this court.

II. Petitioner failed to file and serve the Statement of Issues on Appeal as required by S.C. Code Ann. § 62-1-308(b).

S.C. Code Ann. § 62-1-308(b) specifically states that

[w]ithin forty-five days after receipt of written notice of the order, sentence, or decree of the probate court, the appellant must file with the clerk of the circuit court a Statement of Issues on Appeal (in a format described in Rule 208(b)(1)(B), SCACR) with proof of service and a copy served on all parties.

Petitioner failed to file or serve a Statement of Issues on Appeal with proof of service within forty-five days of Judge McCulloch's Order, and therefore, failed to comply with S.C. Code Ann. § 62-1-308(b).

ORDER

Accordingly, this Court hereby dismisses the appeal of Petitioner due to her failure to properly or timely file the notice of appeal with the Richland County Probate Court, her failure to properly or timely serve Respondent with the notice of appeal, and her failure to properly or timely file and serve the Statement of Issues on Appeal with proof of service as required by S.C. Code Ann. §§ 62-1-308(a) and (b).

AND IT IS SO ORDERED.

The Honorable William W. Wheeler, III
Court of Common Pleas for Richland County

Columbia, South Carolina
_____, 2026



Richland Common Pleas

Case Caption: Elspeth.Snow Murday VS Alanna Snow Murday , defendant, et al

Case Number: 2026CP4000467

Type: Order/Dismissal

So Ordered

William W. Wheeler, III

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2026CP4000467

Elspeth Snow Murday
PLAINTIFF(S)

Alanna Snow Murday et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Respondent's Motion to Dismiss the Appeal was heard in-person on March 19, 2026. After hearing arguments of counsel, Respondent's motion is GRANTED based on the Appellant's failure to comply with the filing statutes. The prevailing party shall submit a proposed order within 10 days in accordance with Rule 5(b)(3).

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/20/2026.

Elspeth Snow Murday for Elspeth Snow Murday
Elspeth Snow Murday for Elspeth Snow Murday

RECEIVED

MAY 07 2026

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Richland Common Pleas

Case Caption: Elspeth Snow Murday VS Alanna Snow Murday , defendant, et al

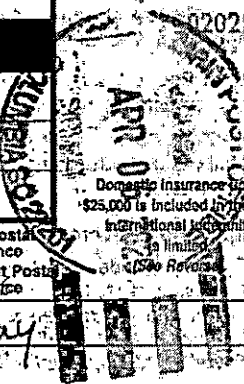
Case Number: 2026CP4000467

Type: Order/Electronic Form 4

So Ordered

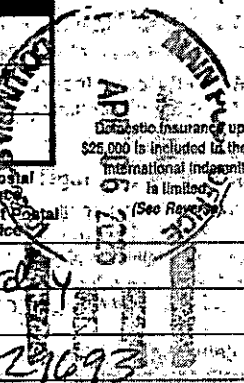
William W. Wheeler, III

Electronically signed on 2026-03-20 12:13:24 page 3 of 3

Registered No.		RF917302203US		Date Stamp		
To Be Completed By Post Office	Reg. Fee \$	\$1.36		 <p>Domestic insurance up to \$25,000 is included in the fee. International insurance is limited. (See Reverse)</p>		
	Handling Charge \$	\$19.70	Return Receipt \$			
	Postage \$	\$4.40	Restricted Delivery \$			
	Received by	[Signature]				
To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	Customer Must Declare Full Value \$	\$0.00	With Postal Insurance \$	\$0.00		
	FROM	Elspeth S. Murday 217 Hall Rd. Westminster, SC 29693				
	TO	The Honorable Will Wheeler 215 North Harvin St. Sumter, SC 29150				

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer
June 2002 (See Information on Reverse)

For delivery information, visit our website at www.usps.com®

Registered No.		RF917302217US		Date Stamp		
To Be Completed By Post Office	Reg. Fee \$	\$1.36		 <p>Domestic insurance up to \$25,000 is included in the fee. International insurance is limited. (See Reverse)</p>		
	Handling Charge \$	\$19.70	Return Receipt \$			
	Postage \$	\$4.40	Restricted Delivery \$			
	Received by	[Signature]				
To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	Customer Must Declare Full Value \$	\$0.00	With Postal Insurance \$	\$0.00		
	FROM	Elspeth S. Murday 217 Hall Rd. Westminster, SC 29693				
	TO	Will Edwards Moore Bradley Myers Law Firm 1700 Sunset Blvd. West Columbia, SC 29169				

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer
June 2002 (See Information on Reverse)

For delivery information, visit our website at www.usps.com®

STATE OF SOUTH CAROLINA

COUNTY OF Richland

Elspeth Snow Murday

Plaintiff,

vs.

Alanna Snow Murday

Defendant.

IN THE COURT OF COMMON PLEAS
5th JUDICIAL CIRCUIT

CASE NO.: 2026-CP-400-0467

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney: <u>PO SC</u> , Bar No. _____ Address: <u>217 HALL RD, WESTMINSTER, SC 29693</u> Phone: <u>425-435-6607</u> Fax _____ E-mail: <u>EMURDAY@gmail.com</u> Other: _____		Defendant's Attorney: <u>W</u> , Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)		FILED 2026 JUN 22 PM 3:54 CLERK OF COURT J. W. MURPHY, JR. JUN 22 2026	
SECTION I: Hearing Information			
Nature of Motion: _____		Court Reporter Needed: ☐ YES / ☐ NO	
Estimated Time Needed: _____			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ 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 ☒ Plaintiff / ☐ Defendant <u>Elspeth Snow Murday</u>		Date submitted <u>6/22/2026</u>	
SECTION III: Motion Fee			
☐ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____, 20 _____	
CLERK'S VERIFICATION			
Collected by: <u>pe</u>		Date Filed: <u>6/22/2026</u>	
☒ MOTION FEE COLLECTED: \$ _____ ☐ 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)	)	
Elspeth Murday, Appellant,	)	CASE NO. 2026-CP-400-0467
v.	)	
Alanna Murday, Respondent.	)	APPELLATE CASE NO. 2026-001100

RICHLAND COUNTY
 FILED
 2026 JUN 22 PM 3:52
 JUDGE W. McCulloch
 2026 JUN 22 PM 3:52

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), SCRPC) 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

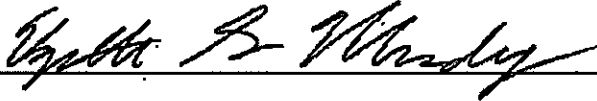
III. Prayer for Relief

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

IN THE PROBATE COURT

COUNTY OF: RICHLAND

ACCOUNTING

IN THE MATTER OF:
DAVID EDWARD MURDAY
(Decedent)

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 5th day of
January, 20 26

Notary Public for New Jersey

My Commission Expires: 03-11-2027

Signature: Alanna Murday

Print Name: Alanna Snow Murday

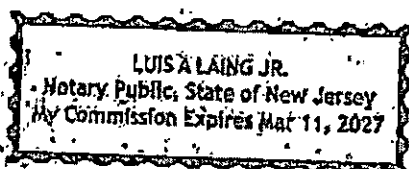
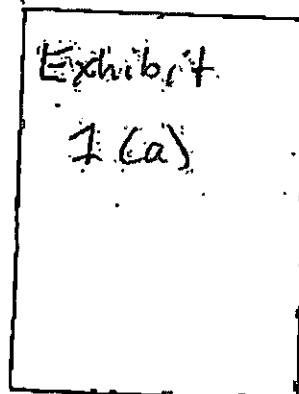
Address: 275 5th St, Apt. 1
Jersey City, NJ 07302

Telephone (Work):

(Home):

(Cell): 732-908-9458

Email: amurday@gmail.com



INVENTORY PROBATE ASSETS & RECEIPTS (probate assets received into estate)		DISBURSEMENTS & DISTRIBUTIONS (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	\$1,260.00
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	\$8,050.00
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
TOTAL	\$334,904.22	TOTAL	\$424,426.22

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

Other

Your first name and middle initial

ELSPETH S

Last name

MURDAY

If joint return, spouse's first name and middle initial

ANTONIO CARLOS

Last name

FERNANDES MARQUES

Home address (number and street). If you have a P.O. box, see instructions.

217 HALL RD.

Apt. no.

City, town, or post office. If you have a foreign address, also complete spaces below.

WESTMINSTER

State

SC

ZIP code

29693

Foreign country name

Foreign province/state/county

Foreign postal code

Filing Status

☐ Single
 ☒ Married filing jointly (even if only one had income)
 ☐ Head of household (HOH)
 ☐ Qualifying surviving spouse (QSS)

Check only one box.

☐ 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

(see instructions)

If more than four dependents, see instructions and check here ☐

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) ☐ Yes (b) ☐ And in the U.S.	(a) ☐ Yes (b) ☐ And in the U.S.	(a) ☐ Yes (b) ☐ And in the U.S.
(6) Check if	☐ Full-time student ☐ Permanently and totally disabled	☐ Full-time student ☐ Permanently and totally disabled	☐ Full-time student ☐ Permanently and totally disabled
(7) Credits	☐ Child tax credit ☐ Credit for other dependents	☐ Child tax credit ☐ Credit for other dependents	☐ Child tax credit ☐ 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.

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.

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

Exhibit

2(a)

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-HAUL DIVYAMAHANT 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	HOMEDEPOT.COM 2455 PACES FERRY ROAD	-210.94	home improvement / supplies
2025-11-30	HOMEDEPOT.COM 2455 PACES FERRY ROAD	-210.94	home improvement / supplies
2025-11-30	U-HAUL STRICTLY 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	HOMEDEPOT.COM 2455 PACES FERRY ROAD	-21.17	moving supplies
2025-12-04	HOMEDEPOT.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	HOMEDEPOT.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
2026-01-18	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 COLUMBIA SC	-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 WESTMINSTER SC	-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 WESTMINSTER SC	-74	storage unit
2026-05-08	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 WESTMINSTER SC	-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 Parkw/Mountain 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
2026-06-22	Mileage reimbursement for 16 round trips Westminster-Columbia @ \$0.725/ml	-3596	mileage (16 trips)
		-3640.08	

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 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 or email us at 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 Servicer

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 <emurday@gmail.com>

Estate Items - 828 Whaley St

1 message

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

Tue, Jul 8, 2025 at 9:30 AM

Hi Elsbeth,

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:

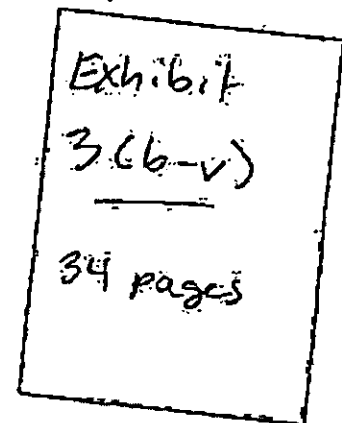
- 1) Cash - use the funds you received from dad's 401k and/or use proceeds from the sale of the Hilton Head condo, which is currently on the market
- 2) Loan -- get a mortgage or business loan (if you plan to use it for a business)

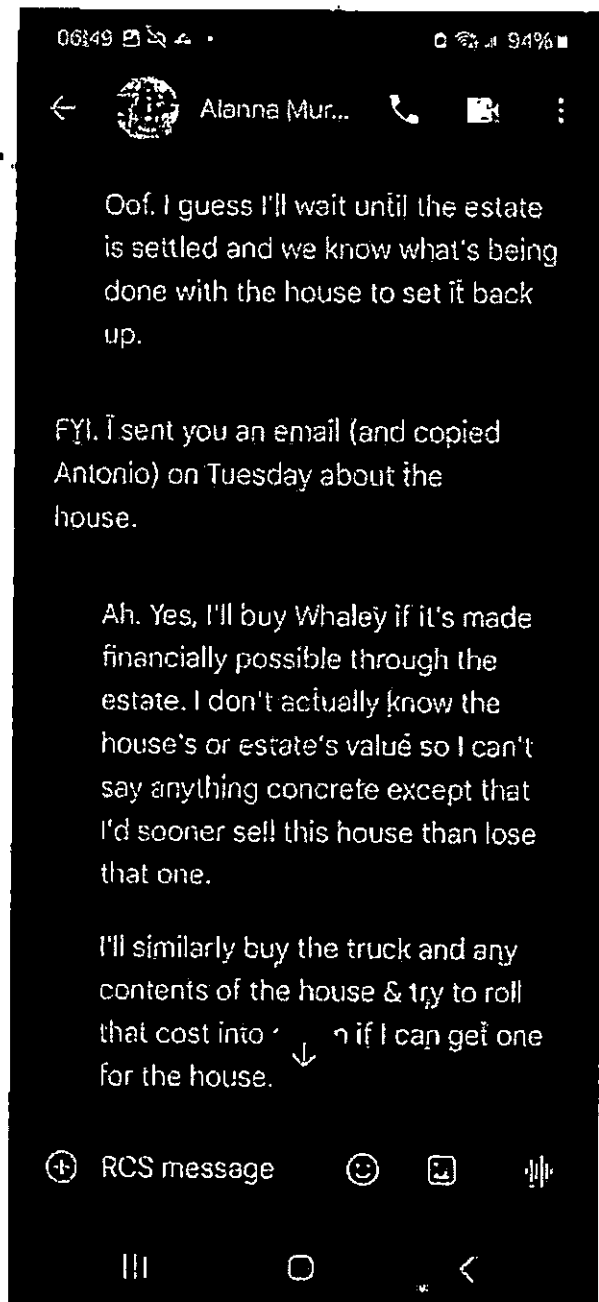
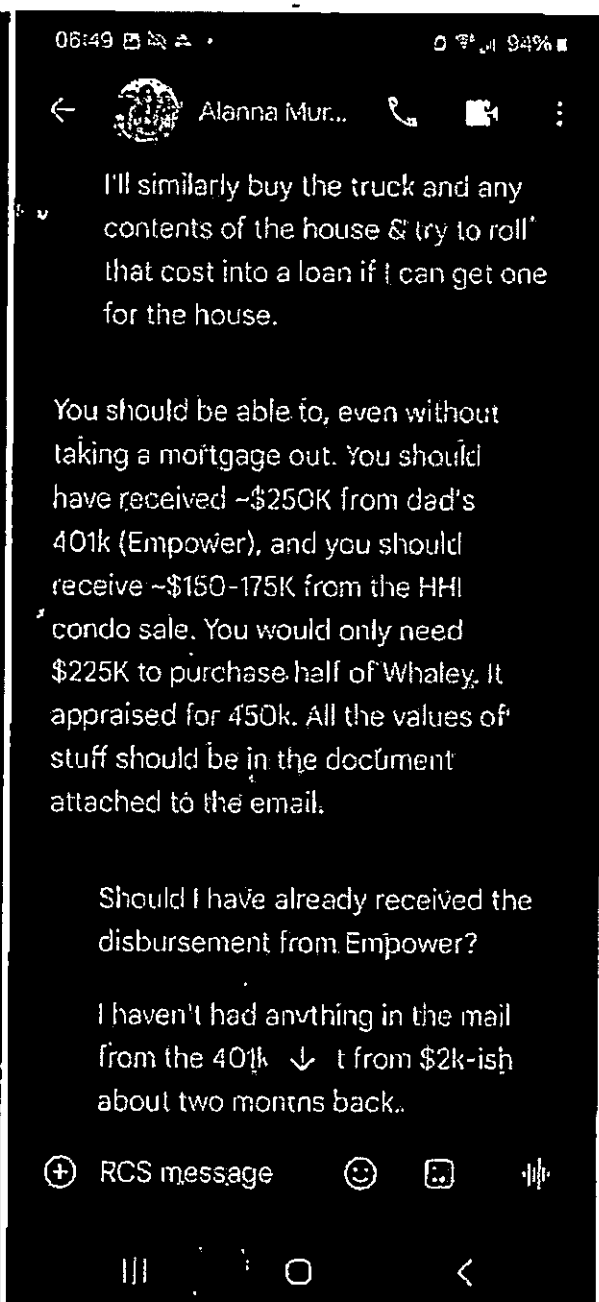
You will need to notify me by September 18 whether you plan to purchase Whaley St or not. It is my fiduciary responsibility to settle the estate as close to October 18, 2025 (end of the creditor period) as possible to minimize carrying costs. If you do not let me know that you are purchasing the house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

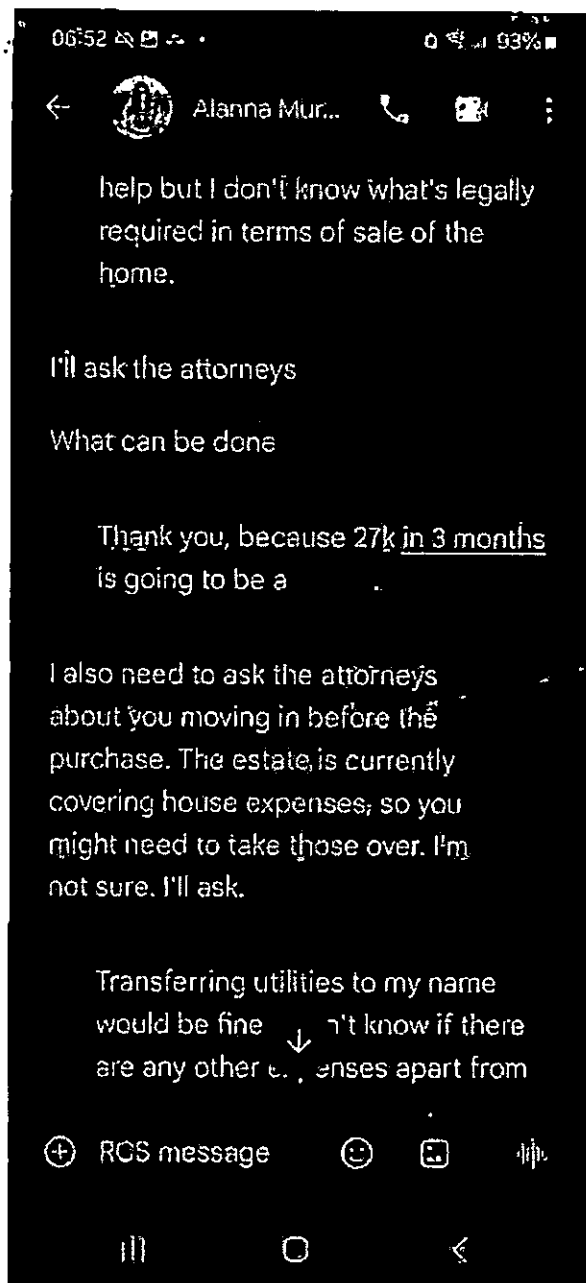
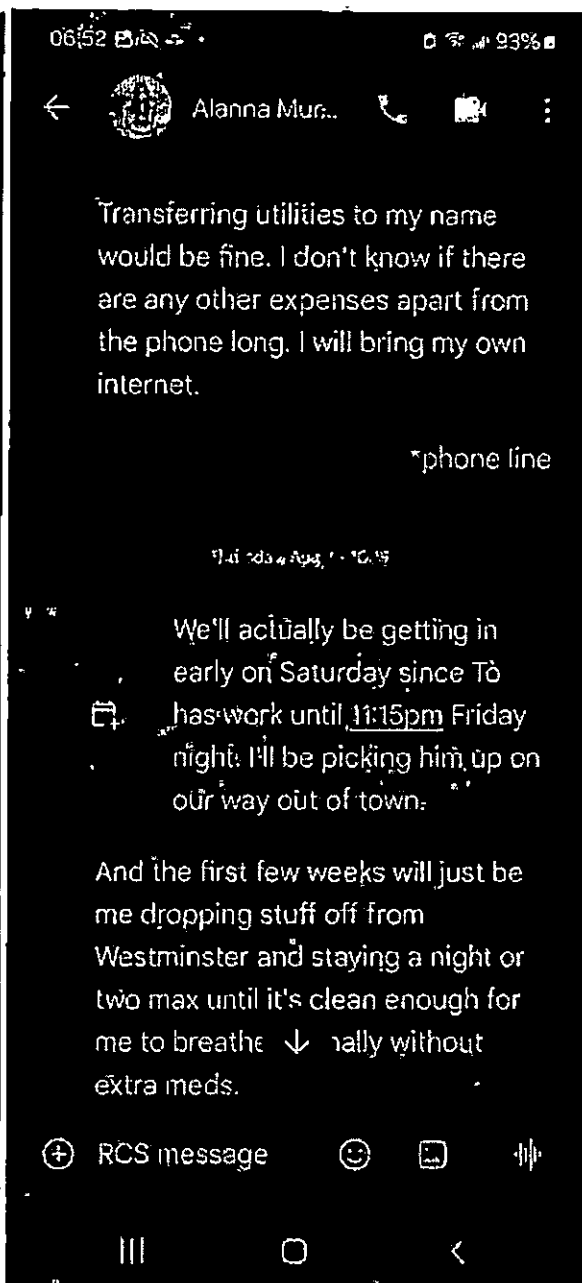
If you have questions about how this would work, we can set up a call with the estate attorneys.

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 • 22:01

Yes, I received the texts

Wednesday, Aug 13 • 06:41



Yes, I received the texts

(+) RCS message



07/02/2021 10:24 AM 92%

Alanna Mur...

My attorney has suggested strongly that we settle this outside of probate court due to the stress and cost involved in dispute. I can walk you through why the appraised number (actually marked "cost-to-replace new" on that appraisal) doesn't make sense to me, but not if it's redic silly like if you're determined to take this through court.

I would also be interested to know if someone has offered \$350k or more for the condo yet.

If not, it's in our strict financial interests to hang onto the properties, even if you want to do it as 50/50 owners of each, rather

RCS message

07/02/2021 10:24 AM 92%

Alanna Mur...

If not, it's in our strict financial interests to hang onto the properties, even if you want to do it as 50/50 ownership of each, rather than force estate sale prices.

I also checked with two banks and IRA funds/income are explicitly forbidden from being used for a mortgage since the 2008 meltdown.

It is a beneficiary IRA, not a traditional retirement IRA, which has very different rules & regulations. You actually have to withdraw the funds within 10 years.

If you don't like the options I'm presenting you with as executor to buy 828, you really won't like the options Uncle Don will present you with. He will put 828 on the market

RCS message

07/02/2021 10:24 AM 92%

Alanna Mur...

If you don't like the options I'm presenting you with as executor to buy 828, you really won't like the options Uncle Don will present you with. He will put 828 on the market, and let the market decide how much it's worth. And frankly, I don't need to be sued by my own sister this year, so I'm getting close to having Uncle Don take over.

Wednesday, Sep 21, 11:51

You haven't answered my question about the condo.

I've said all I will say. You've been presented with two options for buying Whaley from the estate. Anything else should go through attorneys.

RCS message



Elsbeth Murday <emurday@gmail.com>

Dad's estate

1 message

Elsbeth Murday <emurday@gmail.com>
 To: dmurday60@gmail.com

Tue, Sep 23, 2025 at 11:32 PM

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 <emurday@gmail.com>

David E. Murday estate questions

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

Wed, Sep 24, 2025 at 2:41 PM

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

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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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S. Jahue Moore*
James Edward Bradley*
Sheila McNair Robinson
Christiah 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

Elsbeth 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.

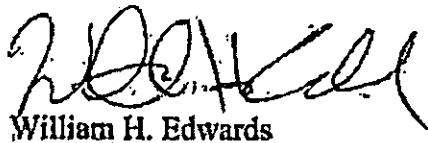
Further, Alanna will consent to either of the following for you to purchase the Whaley Street property from the Estate:

- (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,



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 <emurday@gmail.com>

Date-of-death appraisal

Elspeth Murday <emurday@gmail.com>

Fri, Oct 10, 2025 at 11:38 AM

To: Will Edwards <will@mbmlawsc.com>

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

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



Elsbeth Murday <emurday@gmail.com>

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

Elsbeth Murday <emurday@gmail.com>

Wed, Oct 15, 2025 at 12:20 PM

To: Will Edwards <will@mbmlawsc.com>

Cc: "Madison B. Kelly" <maddison@mbmlawsc.com>, Tori Gosnell <victoria@mbmlawsc.com>

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 <emurday@gmail.com>

Friday visit

Elspeth Murday <emurday@gmail.com>

Mon, Oct 13, 2025 at 2:05 PM

To: victoria@mbmlawsc.com, madison@mbmlawsc.com, Will Edwards <will@mbmlawsc.com>

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 house.

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 <emurday@gmail.com>

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

Elspeth Murday <emurday@gmail.com>

Fri, Oct 24, 2025 at 2:35 PM

To: Will Edwards <will@mbmlawsc.com>

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

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

Moore Bradley Myers Law Firm, P.A.
1700 Sunset Blvd.
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Elspeth Murday <emurday@gmail.com>

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?



Elsbeth Murday <emurday@gmail.com>

Murday estate - 828 Whaley appraisal

1 message

Elsbeth 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,

Elsbeth Murday
217 Hall Rd
Westminster, SC 29693
425.435.0607



Elsbeth Murday <emurday@gmail.com>

Estate of David Murday

5 messages

Madison B. Kelly <madison@mbmlawsc.com>

Fri, Nov 7, 2025 at 11:06 AM

To: "emurday@gmail.com" <emurday@gmail.com>

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

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.

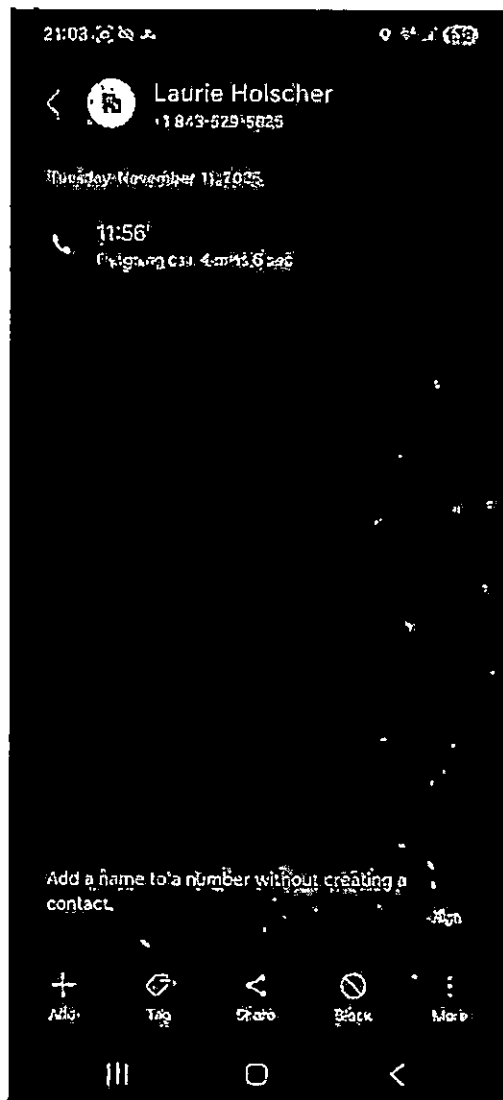
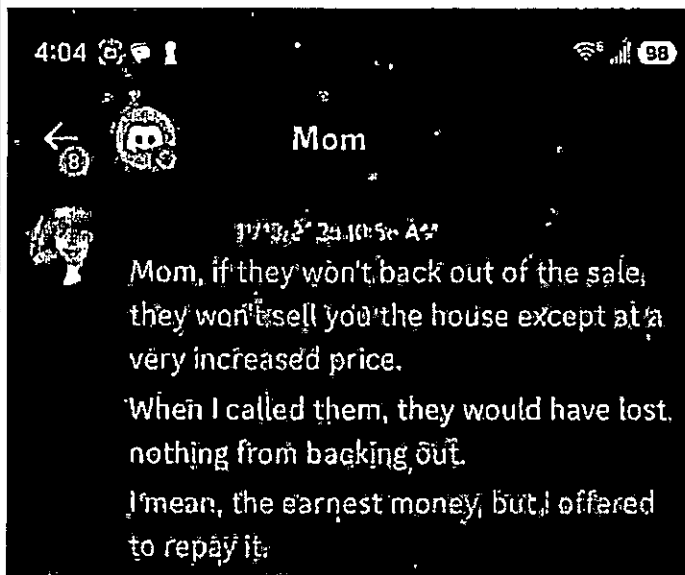
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West Columbia, SC 29171

Phone: 803-796-9160

Fax: 803-791-8410

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Elspeth Murday <emurday@gmail.com>

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

Madison B. Kelly <madison@mbmlawsc.com>

Thu, Nov 13, 2025 at 4:57 PM

To: Elspeth Murday <emurday@gmail.com>

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

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

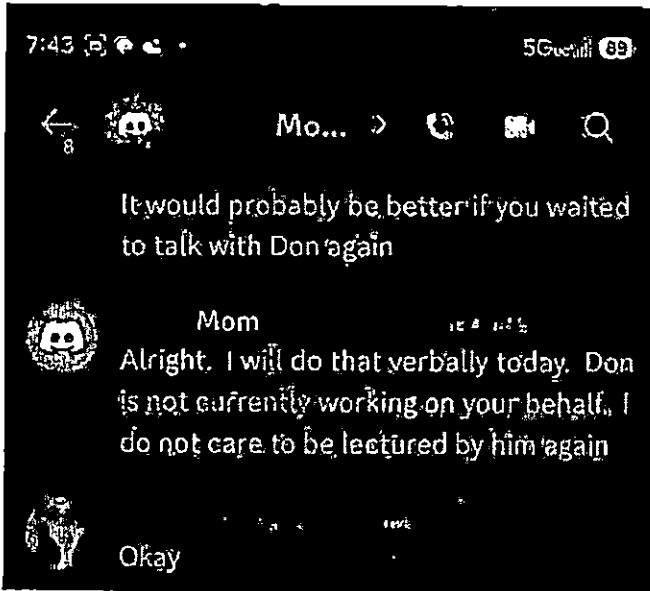
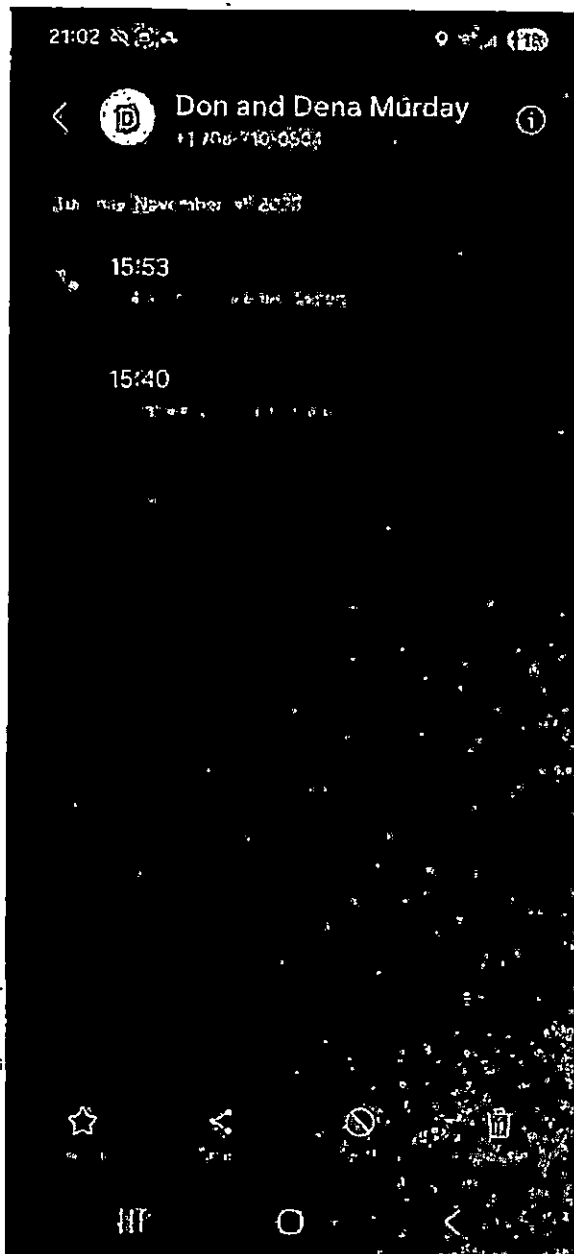
PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named **ELSPETH SNOW MURDAY** sign, seal and deliver the within written Private Agreement and that s/he with the other witness subscribed above, witnessed the execution thereof.

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: Elsbeth 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 PROBATE COURT

ACCOUNTING

IN THE MATTER OF:
DAVID EDWARD MURDAY
(Decedent)

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

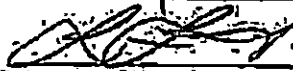
\$424,426.22

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 5th day of
January 20 26



Notary Public for New Jersey

My Commission Expires: 03-11-2027

Signature: Alanna Murday

Print Name: Alanna Snow Murday

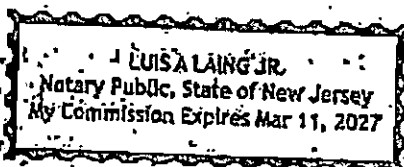
Address: 275 5th St., Apt. 1
Jersey City, NJ 07302

Telephone (Work):

(Home):

(Cell): 732-908-9458

Email: amurday@gmail.com



INVENTORY PROBATE ASSETS & RECEIPTS (probate assets received into estate)		DISBURSEMENTS & DISTRIBUTIONS (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)	\$18,600.00
		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
TOTAL	\$334,904.22	TOTAL	\$424,426.22

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)

Elspeth 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), SCRPC) 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,

Elspeth S. Murday

Elspeth S. Murday Appellant, Pro Se

217 Hall Rd.

Westminster, SC 29693

425.436.0607

Exhibit

4(a)

March 2026

April 3, 2026

Name: Elspeth Snow Murday

Murday

Legal Name: Elspeth Snow

Office Visit - Jul 22, 2022

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

Exhibit
4(b)

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] 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] for the evaluation of conversion disorder.

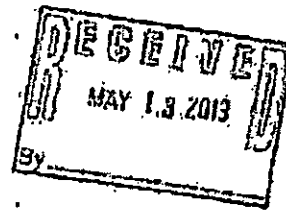
[REDACTED] she experienced immediate paralysis and pain.

[REDACTED] caused extreme fatigue

[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 Kéowee Trail
Clemson, SC 28631



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, 5/8/2013 10:44:36 PM EDT

neuro now

Patient: MURDAY, ELSPETH SNOW

Age: 28 years, Sex: Female

Associated Diagnoses: Lumbar Radiculopathy, Dysautonomia affecting both sides of body, Body Aches

Author: Loveloy NP, Trudy

Visit Information

Date of Service: 05/08/2013 09:14 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

Eyes: 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. Sahil Kumar and gave her some information on fibromyalgia.

Having whole body aches daily, sometimes some severe 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 62 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.

drinking carbonated water, occ. soda and tea every am

Legend: C - Corrected, A - Abnormal, C - Critical, L - Low, R - High, F - Footnote, I - Interpretive Data, R - Reference Lab

Print Date/Time: 5/13/2013 9:25 AM

Page 1 of 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

Attachment
E

APPELLANT'S REPLY

IN SUPPORT OF MOTION TO

ALTER OR AMEND JUDGMENT

IN THE MATTER OF:

DAVID E. MURDAY (Decedent)

Elsbeth Murday, Appellant,
v.

Alanna Murday, Respondent.

CASE NO. 2026-CP-400-0467

APPELLATE CASE NO. 2026-001100

RICHLAND COUNTY
FILED

2026 JUL 24 P 12:09
CLERK OF COURT
W. G. COBB JR.
C.C.

**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



Elsbeth Murday <emurday@gmail.com>

Bond hearing June 4, 2026

2 messages

Exhibit

5

Elsbeth Murday <emurday@gmail.com>
To: Jeter.tashia@richlandcountysc.gov

Tue, Jun 9, 2026 at 8:21 AM

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,

Elsbeth 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>
To: Elsbeth Murday <emurday@gmail.com>

Tue, Jun 9, 2026 at 8:31 AM

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

Gmail - Bond hearing June 4, 2026

jeter.tashia@richlandcountysc.gov



From: Elspeth Murday <emurday@gmail.com>
Sent: Tuesday, June 9, 2026 8:22 AM
To: Tashla Jeter <Jeter.Tashla@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

Exhibit

6a

Progress Notes

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

Patient name: Elspeth Murday
[REDACTED]**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]

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**

- 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.

Psychiatric:

Mood and Affect: Mood is anxious.

Speech: Speech is rapid and pressured.

Behavior: Behavior is hyperactive. Behavior is cooperative.

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

Assessment/Plan:

Problem List Items Addressed This Visit

Fibromyalgia

History of chronic pain/fibromyalgia

Relevant Medications

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 counselling 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

Other Relevant Orders

Amb referral to Psychiatry

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

Exhibit

66

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

REDFERN HEALTH
CENTER

Division of Student Affairs
Clemson University
Box 548756
Clemson SC
29634-0556

P 864-656-2733
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

LHO/kar

www.clemson.edu/redfern

End of Page 1

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Appellate Case No. 2026-001100

In the Matter of the Estate of David Edward Murday, Deceased

Elsbeth Murday, Appellant,

v.

Alanna Murday, Respondent.

Appeal from Richland County

Court of Common Pleas

Circuit Court Case No. 2026-CP-40-00467

RECEIVED
SEP 28 2026
SC Court of Appeals

PROOF OF SERVICE

The undersigned certifies that on the date stated below she served one copy of each of the following documents on Respondent's attorney of record, by depositing the same in the United States mail, first-class postage prepaid, addressed as shown below:

1. Appellant's Initial Brief;
2. Appellant's Designation of Matter to Be Included in the Record on Appeal; and
3. Appellant's Petition for Review of the Circuit Court's Supersedeas Ruling (Rule 241(d), SCACR), with attachments.

Served upon:

William H. Edwards, Esq.

Moore Bradley Myers Law Firm, P.A.

1700 Sunset Boulevard

West Columbia, SC 29169

Attorney for Respondent Alanna Murday

Service by United States mail is complete upon mailing. Rule 262(c), SCACR.

 Elspeth Murday

Appellant, pro se

217 Hall Road

Westminster, SC 29693

425.435.0607

emurday@gmail.com

Westminster, South Carolina

Dated: Sept. 18, 2026

Elspeth Murday

217 Hall Road

Westminster, SC 29693

425.435.0607

emurday@gmail.com

Dated: September 18, 2026

Clerk of Court

South Carolina Court of Appeals

Post Office Box 11629

Columbia, SC 29211

RECEIVED

SEP 28 2026

SC Court of Appeals

Re: In the Matter of the Estate of David Edward Murday, Deceased

Elspeth Murday v. Alanna Murday

Appellate Case No. 2026-001100

Lower Court Case No. 2026-CP-40-00467 (Richland County)

Dear Clerk of Court:

Enclosed for filing in the above-captioned appeal are the following, each unbound:

1. Appellant's Initial Brief (one copy);
2. Appellant's Designation of Matter to Be Included in the Record on Appeal (one copy);
3. Appellant's Petition for Review of the Circuit Court's Supersedeas Ruling under Rule 241(d), SCACR, with its verification and Attachments A through E (one copy); and

4. Proof of Service showing service of items 1 through 3 on Respondent's attorney of record by United States mail.

One copy of each of items 1 through 3 has been served on Respondent's attorney of record, William H. Edwards, Esq., Moore Bradley Myers Law Firm, P.A., 1700 Sunset Boulevard, West Columbia, SC 29169, by first-class United States mail.

Appellant notes for the Court's convenience that her second Motion for Extension of Time to serve and file her Initial Brief, filed August 27, 2026, and Respondent's motions to dismiss the appeal, filed July 31 and August 24, 2026, appear on the docket without a ruling. Appellant serves and files these documents now so that the appeal may proceed, and without waiver of the positions taken in her filings addressing those motions.

Appellant is self-represented and files by mail. She respectfully requests that any deficiency or other notice in this appeal be sent to her at the address above, and, where the Court finds it appropriate, by phone call (425-435-0607) rather than or in addition to email (emurday@gmail.com). Please do call if an email is sent as Appellant is not presently able to check email unless prompted, due to documented disability.

Thank you for your assistance.

Respectfully,

 Elspeth Murday

Appellant, pro se

Enclosures

cc: William H. Edwards, Esq. (by U.S. mail, with enclosures 1-3)

Mr. Elieph S. Murday
227 Hall Rd.
Westminster, SC 29693-1505

CERTIFIED MAIL



9589 0710 5270 1285 5023 85

Retail



RDC 03



28211

U.S. POSTAGE PAID
PM
WESTMINSTER, SC 29693
SEP 10, 2026

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SEP 28 2026

SC Court of Appeals

Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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