


THE STATE OF SOUTH CAROLINA
In The Court of Appeals

171404

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. THOMAS COOPER., Circuit Court Judge

Case No. 2012-CP-40-7752

 DRV Fontaine, LLC,

Respondent,

v.

Appellants.

Fontaine Business Park, LLC,
Fontaine Business Park 2, LLC
Fontaine Business Park 3, LLC
Fontaine Business Park 4, LLC
Fontaine Business Park 5, LLC
Fontaine Business Park 6, LLC
Fontaine Business Park 7, LLC
Fontaine Business Park 8, LLC
Fontaine Business Park 9, LLC
Fontaine Business Park 10, LLC
Fontaine Business Park 11, LLC
Fontaine Business Park 12, LLC
Fontaine Business Park 13, LLC
Fontaine Business Park 14, LLC
Fontaine Business Park 15, LLC
Fontaine Business Park 16, LLC
Fontaine Business Park 17, LLC
Fontaine Business Park 18, LLC
Fontaine Business Park 19, LLC
Fontaine Business Park 20, LLC
Fontaine Business Park 21, LLC
Fontaine Business Park 22, LLC
Fontaine Business Park 23, LLC
Fontaine Business Park 24, LLC
Fontaine Business Park 25, LLC
Fontaine Business Park 26, LLC
Fontaine Business Park 27, LLC
Fontaine Business Park 28, LLC

RECEIVED

FEB 27 2014

SC Court of Appeals

Fontaine Business Park 29, LLC
Fontaine Business Park 30, LLC
Fontaine Business Park 31, LLC

NOTICE OF APPEAL

Appellants listed above appeal the order of the Honorable G. Thomas Cooper dated January 27, 2014 granting Respondent's Motion to Strike Defendants' Jury Trial Demand. Appellants received written notice of entry of the Order on February 3, 2014.

This 27th day of February, 2014.

Tucker S. Player
PLAYER LAW FIRM, LLC
1415 Broad River Road
Columbia, South Carolina 29210
Ph: 803-772-8008(ext. 101)
Fx: 803-772-8037
Tucker@playerlawfirm.com
*Attorney for Fontaine Business
Park 2 through 31, LLC*


Brent B. Young
Mark A. Fulks (admitted *pro hac vice*)
BAKER DONELSON BEARMAN,
CALDWELL & BERKOWITZ, PC
100 Med Tech Parkway, Suite 200
PO Box 3038
Johnson City, Tennessee 37602
Ph: 423.928.0181
Fx: 423.979.7654
byoung@bakerdonelson.com
mfulks@bakerdonelson.com
*Attorneys for Fontaine Business
Park, LLC*

Other Counsel of Record:
PAUL HARRILL
MCNAIR LAW FIRM
1221 MAIN STREET, SUITE 1800
COLUMBIA, SC 29201
POST OFFICE BOX 11390
COLUMBIA, SC 29211

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. THOMAS COOPER., Circuit Court Judge

Case No. 2012-CP-40-7752

DRV Fontaine Group, LLC,

Respondent,

v.

Appellants.

Fontaine Business Park, LLC,
Fontaine Business Park 2, LLC
Fontaine Business Park 3, LLC
Fontaine Business Park 4, LLC
Fontaine Business Park 5, LLC
Fontaine Business Park 6, LLC
Fontaine Business Park 7, LLC
Fontaine Business Park 8, LLC
Fontaine Business Park 9, LLC
Fontaine Business Park 10, LLC
Fontaine Business Park 11, LLC
Fontaine Business Park 12, LLC
Fontaine Business Park 13, LLC
Fontaine Business Park 14, LLC
Fontaine Business Park 15, LLC
Fontaine Business Park 16, LLC
Fontaine Business Park 17, LLC
Fontaine Business Park 18, LLC
Fontaine Business Park 19, LLC
Fontaine Business Park 20, LLC
Fontaine Business Park 21, LLC
Fontaine Business Park 22, LLC
Fontaine Business Park 23, LLC
Fontaine Business Park 24, LLC
Fontaine Business Park 25, LLC
Fontaine Business Park 26, LLC
Fontaine Business Park 27, LLC

RECEIVED
FEB 27 2014
SC Court of Appeals

Fontaine Business Park 28, LLC
Fontaine Business Park 29, LLC
Fontaine Business Park 30, LLC
Fontaine Business Park 31, LLC

PROOF OF SERVICE

Comes now, Tucker S. Player, and certifies that a copy of the Notice of Appeal was served on the opposing party, on February 27, 2014, by placing the same in the U.S. Mail, with sufficient postage affixed, to Respondent's Counsel of Record, Paul Harrill, at the following address: Post Office Box 11390, Columbia, SC 29211.

This 27th day of February, 2014.



Tucker S. Player
PLAYER LAW FIRM, LLC
1415 Broad River Road
Columbia, South Carolina 29210
Ph: 803-772-8008(ext. 101)
Fx: 803-772-8037
Tucker@playerlawfirm.com

*Attorney for Fontaine Business
Park 2 through 31, LLC*

Brent Young
Mark Fulk
BAKER DONELSON BEARMAN,
CALDWELL & BERKOWITZ, PC
100 Med Tech Parkway, Suite 200
PO Box 3038
Johnson City, Tennessee 37602
Ph: [423.928.0181](tel:423.928.0181)
Fx: [423.979.7654](tel:423.979.7654)
byoung@bakerdonelson.com

*Attorneys for Fontaine Business
Park, LLC*

Other Counsel of Record:
PAUL HARRILL
MCNAIR LAW FIRM
1221 MAIN STREET, SUITE 1800

COLUMBIA, SC 29201
POST OFFICE BOX 11390
COLUMBIA, SC 29211

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO.: 2012-CP-40-7752

DRV FONTAINE, LLC,

Plaintiff,

v.

FONTAINE BUSINESS PARK, LLC;
 FONTAINE BUSINESS PARK 2, LLC;
 FONTAINE BUSINESS PARK 3, LLC;
 FONTAINE BUSINESS PARK 4, LLC;
 FONTAINE BUSINESS PARK 5, LLC;
 FONTAINE BUSINESS PARK 6, LLC;
 FONTAINE BUSINESS PARK 7, LLC;
 FONTAINE BUSINESS PARK 8, LLC;
 FONTAINE BUSINESS PARK 9, LLC;
 FONTAINE BUSINESS PARK 10, LLC;
 FONTAINE BUSINESS PARK 11, LLC;
 FONTAINE BUSINESS PARK 12, LLC;
 FONTAINE BUSINESS PARK 13, LLC;
 FONTAINE BUSINESS PARK 14, LLC;
 FONTAINE BUSINESS PARK 15, LLC;
 FONTAINE BUSINESS PARK 16, LLC;
 FONTAINE BUSINESS PARK 17, LLC;
 FONTAINE BUSINESS PARK 18, LLC;
 FONTAINE BUSINESS PARK 19, LLC;
 FONTAINE BUSINESS PARK 20, LLC;
 FONTAINE BUSINESS PARK 21, LLC;
 FONTAINE BUSINESS PARK 22, LLC;
 FONTAINE BUSINESS PARK 23, LLC;
 FONTAINE BUSINESS PARK 24, LLC;
 FONTAINE BUSINESS PARK 25, LLC;
 FONTAINE BUSINESS PARK 26, LLC;
 FONTAINE BUSINESS PARK 27, LLC;
 FONTAINE BUSINESS PARK 28, LLC;
 FONTAINE BUSINESS PARK 29, LLC;
 FONTAINE BUSINESS PARK 30, LLC;
 FONTAINE BUSINESS PARK 31, LLC;

Defendants.

RICHLAND COUNTY
FILED

2014 JAN 27 PM 14

JEANETTE M. GIBSON
C.C.P. & C.D.

ORDER GRANTING
PLAINTIFF'S MOTION TO
STRIKE JURY TRIAL
DEMAND

This matter came before the Court upon the plaintiff, DRV Fontaine, LLC's ("DRV's"), motion to strike the defendants' demand for a jury trial. DRV seeks an order striking the jury demand, returning the case to the non-jury docket, and referring this foreclosure case to the Master in Equity for Richland County. DRV asserts that its motion should be granted because (1) the Defendants expressly waived their right to a jury trial, and (2) the Defendants' defenses and counterclaims do not, in any event, change the equitable nature of the foreclosure action. The Court agrees and grants the motion for the reasons set forth more fully below.

This is a mortgage foreclosure action. A mortgage foreclosure is an action in equity. *Hayne Fed. Credit Union v. Bailey*, 489 S.E.2d 472, 475 (S.C. S. Ct. 1997); *Collier v. Green*, 137 S.E.2d 277, 279 (S.C. 1964). There is no right to a trial by jury for equitable actions. *Mortgage Electronic Systems, Inc. v. White*, 682 S.E.2d 498, 502 (S.C. Ct. App. 2009).

Defendants expressly waived their right, if any, to a jury trial in the loan documents.

A party to a lawsuit may expressly waive their rights, if any, to a jury trial with regard to any defense or counterclaim.

A party may waive the right to a jury trial by contract. *N. Charleston Joint Venture v. Kitchens of Island Fudge Shoppe, Inc.*, 307 S.C. 533, 535, 416 S.E.2d 637, 638 (1992). Such a waiver must be strictly construed as the right to trial by jury is a substantial right. *Id.* However, terms in a contract provision must be construed using their plain, ordinary and popular meaning. *Fritz-Pontiac-Cadillac-Buick v. Goforth*, 312 S.C. 315, 318, 440 S.E.2d 367, 369 (1994).

The waiver provision in the lease plainly provides that in any claim asserted by Twillman, "trial by jury shall be waived by both parties." We find the clause is a valid waiver of Twillman's right to a jury trial.

Beach Co. v. Twillman, Ltd., 351 S.C. 56, 63-64, 566 S.E.2d 863, 866 (Ct. App. 2002)

In this equitable foreclosure case, the original Borrower, Defendant Fontaine Business Park, LLC ("Original Borrower"), and the original lender signed a Loan Agreement, which is attached to the Complaint and was submitted as Exhibit A to the motion. Section 2 of the Loan

GF 2

Agreement on page 17 reflects that this was a loan for \$16,300,000. The Loan Agreement contains the following language at Section 10.8:

10.8 **Trial by Jury.** EACH BORROWER AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER.

The Original Borrower and the original lender also executed a Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") to secure the loan. The Mortgage is attached to the Complaint and was submitted as Exhibit B to the motion. The Mortgage contains the following language at paragraph 22:

22. **Waiver of Jury Trial.** MORTGAGOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MORTGAGOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. MORTGAGEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY MORTGAGOR.

INITIALS: _____ s/ _____

Twenty six of the remaining defendants, Fontaine Business Park 2-24, 26, and 28, LLC (the "First Additional Borrowers"), purchased interests in the mortgaged property and each



agreed to assume the obligations of the Original Borrower in the loan documents jointly with the Original Borrower. The lender agreed to the purchase and assumption by the First Additional Borrowers as is reflected in the Loan Assumption Agreement, which is attached to the Complaint and was submitted as Exhibit C to the motion. Pursuant to paragraph 1 on page 2 of the Loan Assumption Agreement, each of the First Additional Borrowers agreed as follows:

1. Assumption of Obligations. Additional Borrower hereby assumes, on a joint and several basis with Original Borrower and any and all other tenants-in-common that have previously assumed the Loan; all of Original Borrower's obligations and agreements under the Loan Agreement, the Note, the instrument, the Lease Assignment and all of the other Loan Documents; . . . all of the recitals, terms, waivers and conditions of which are incorporated herein by this reference, to the same extent and with the same effect as if Additional Borrower were an original party to each of such Loan Documents together with Original Borrower. All references to "Borrower" or "TIC Borrower" in the Loan Agreement, the Note, the Instrument and the other Loan Documents, "Assignor" in the Lease Assignment (but again excluding the Guaranty of recourse Obligations) shall include additional Borrower.

The five remaining defendants Fontaine Business Park 25, 27 and 29-31, LLC (the "TIC Borrowers") purchased interests in the property and each agreed to assume the obligations of the Original Borrower in the loan documents jointly with the First Additional Borrowers and Original Borrower. The lender agreed to the purchase and assumption by the TIC Borrowers as is reflected in the First Amendment to Loan Assumption Agreement, which is attached to the Complaint and was submitted as Exhibit D to the motion. Pursuant to paragraph 1 on page 2 of the First Amendment to Loan Assumption Agreement, each of the TIC Borrowers agreed as follows:

1. Assumption of Obligations.

A. Each TIC Borrower undersigned below hereby assumes, on a joint and several basis with the Original Borrower and all other Tenants-in-common that have previously assumed the Loan, all of Original Borrower's obligations and agreements under the Loan Agreement, the Note, the Instrument, the Lease Assignment and all of the other Loan Documents; . . . all of the recitals, terms, waivers and conditions of which are incorporated herein by this reference, to the

same extent and with the same effect as if each TIC Borrower were an original party to each of such Loan Documents together with Original Borrower. All references to "Borrower" or "TIC Borrower" in the Loan Agreement, the Note, the Instrument and the other Loan Documents, "Assignor" in the Lease Assignment (but again excluding the Guaranty of recourse Obligations) shall include Each TIC Borrower.

The Additional Borrowers and the TIC Borrowers shall collectively hereinafter be referred to as the "Additional Borrowers."

As set forth above and in the loan documents, the written jury waiver clauses in the Mortgage and Loan Agreement are conspicuous and unambiguous. They are printed in all capital letters. The waivers contained in the Mortgage and the Loan Agreement are not buried within the language of other provisions. Rather, the waivers are contained in separate conspicuous paragraphs with the bold, underlined headings, "**Waiver of Jury Trial**" and "**Trial by Jury**," respectively.

By signing the Loan Agreement and Mortgage and/or by expressly assuming all waivers contained therein by signing the loan assumption agreements, each and every Defendant waived its right to a jury trial with regard to the loan documents and "ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH." Therefore, Defendants knowingly and expressly waived the right to a jury trial as to each of the defenses and counterclaims raised in their pleadings. The waiver contained in the Mortgage actually contains borrowers' initials immediately beneath the waiver – indicating their express and knowing assent to the waiver.

In any event, the Defendants cannot avoid the express waivers in the Loan Agreement, the Mortgage and the Assumption Agreements, by simply arguing they were not knowing and voluntary. By signing the loan documents, the Defendants are charged with having read their



contents, and therefore, they cannot avoid their effects by arguing they were unaware of the inclusion of the conspicuous jury waivers.

A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it. *Regions Bank v. Schmauch*, 354 S.C. 648, 663, 582 S.E.2d 432, 440 (Ct.App.2003). A person signing a document is responsible for reading the document and making sure of its contents. *Id.* Every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it. *Id.* One who signs a written instrument has the duty to exercise reasonable care to protect himself. *Id.* at 665, 582 S.E.2d at 440. The law does not impose a duty on the bank to explain to an individual what he could learn from simply reading the document. *Id.*

Wachovia Bank v. Blackburn, 394 S.C. 579, 585, 716 S.E.2d 454, 457-58 (Ct. App. 2011), reh'g denied (Oct. 21, 2011) (specifically addressing jury waiver clauses).

Based upon the fact that Defendants knowingly and expressly waived their rights, if any, to a jury trial as to all claims and counterclaims, DRV's motion to strike Defendants' jury demand is hereby granted.

Defendants' counterclaims do not change the equitable nature of the foreclosure action.

Even without the express jury trial waivers, Defendants would not be entitled to a jury trial in this equitable foreclosure action. *Collier v. Green*, 244 S.C. 367, 371, 137 S.E.2d 277, 280 (1964) discusses at length the effect defenses and counterclaims have on an equitable foreclosure action. In *Collier v. Green*, the South Carolina Supreme Court held:

Nor is the nature of the action changed by reason of the fact that the defendants have, in their answers, set up defenses and counterclaims based upon alleged misrepresentations in the transaction upon which the plaintiff's note and pledge are predicated. The questions raised by these defenses and counterclaims directly affect the validity of the plaintiff's lien and the question as to the amount due upon the debt secured by the lien. Where, in actions of foreclosure, defendant sets up a defense and/or a counterclaim affecting the consideration, and arising out of the transaction in which the mortgage or lien was created, the authorities hold that the issues thus raised are equitable and are to be tried by the court upon its equity side. *Hunt v. Nolen*, 46 S.C. 551, 553, 24 S.E. 543; *McLaurin v. Hodges*, 43 S.C. 187, 20 S.E. 991; *Armour Fert. Works v. Burckhalter*, 141 S.C. 232, 237, 139 S.E. 465; *Mobley Co. v. McLucas*, 99 S.C. 99, 82 S.E. 986.

GT
#6

Collier v. Green, 244 S.C. 367, 371, 137 S.E.2d 277, 280 (1964)

In the present case the defenses and counterclaims essentially allege that Plaintiff “created” an event of default and the foreclosure is, therefore, invalid. Pursuant to the holding in *Collier v. Green* and the cases discussed therein, such claims and defenses do not change the equitable nature of the foreclosure action.

At the hearing, Defendants relied heavily upon the case of *Wachovia Bank v. Blackburn*, 394 S.C. 579, 585, 716 S.E.2d 454, 457-58 (S.C. Ct. App. 2011), reh'g denied (Oct. 21, 2011) in arguing that their counterclaims are legal in nature and, therefore, create a right to a jury trial as to the counterclaims. Defendants’ reliance upon the *Blackburn* case is misplaced. In the first instance, the *Blackburn* case is distinguishable from the present case in that the jury waiver in *Blackburn* did not include “counterclaims.” The Court of Appeals found that the jury waivers were enforceable but emphasized the fact that “[j]ury trial waivers are a substantial right and must be strictly construed.” *Id.* at 460.

The Court of Appeals ultimately held that the jury waiver clauses were not valid as to some of the defendant’s counterclaims because those counterclaims were not based upon nor did they arise out of the note. *Id.* Those counterclaims alleged that the bank engaged in *pre-loan* fraud with the seller of the property that Blackburn ultimately purchased and the bank financed. As a result, the Court of Appeals held the counterclaims alleging fraud in the “sales contract” that was “executed months prior to the note” did not arise out of the note or loan documents.

In stark contrast to *Blackburn*, the Defendants’ counterclaims in this foreclosure action arise directly out of the loan documents. Defendants’ counterclaims allege that DRV failed to follow the proper procedures set forth in the loan documents for increasing the reserve accounts Defendants are required to maintain for the real estate collateral. Defendants admit that DRV has the right to increase the reserve account payments (See paragraphs 117 - 130 of Original

EU 7

Borrower's counterclaims, and paragraphs 100 - 112 of Additional Borrowers' counterclaims; see also, sections 3.3, 3.4 and 3.5 of the Loan Agreement). However, Defendants allege that DRV essentially created an event of default by increasing the reserves unreasonably in violation of the terms of the Loan Agreement. Defendants' counterclaims clearly arise out of the loan documents and simply relate to whether there has been a default under the loan documents. As set forth in *Collier v. Green*, that type of counterclaims do not change the equitable nature of the foreclosure action.

Defendants argued that their counterclaims are not simply challenging the validity of the default alleged by DRV. As evidence of this Defendants argued that they are suing DRV and seeking significant damages. Upon closer examination, it does not appear that Defendants' counterclaims are legal in nature, nor do they seek any significant or specified damages. Original Borrower and Additional Borrowers fail to state any specific damages they seek against DRV. Each of the counterclaims asserted by Defendants seek "damages against DRV . . . in an amount to be proven at trial."

Additionally, Defendants were unable or unwilling to specify any damages they are claiming in response to DRV's discovery requests. DRV asked Original Borrower and Additional Borrowers to "set forth an itemized statement of all damages claimed to have been sustained by the parties as a result of any actions by DRV." Original Borrower responded by objecting to the request, then stated the "damages are adequately set forth in the pleadings," and that it "does not currently have an itemized statement of damages." Additional Borrowers responded in June 2013 by stating that "these Defendants are in the process of evaluating the Fontaine Business Park to determine its market value and will update this response once such analysis is done." No such update has been provided.



Defendants' counterclaims relate directly to the loan documents and the validity of DRV's claim that an event of default has occurred. Therefore, the counterclaims do not change the equitable nature of the foreclosure action, and Defendants are not entitled to a jury trial, even if they had not signed express waivers of their right to a jury trial. Therefore, DRV's motion to strike Defendants demand for a jury trial is hereby granted.

IT IS THEREFORE ORDERED that Defendants' demand for a jury trial is stricken, this case should be restored to the non-jury docket, and the case should be referred to the Master-in-Equity for Richland County pursuant to Rules 71 and 53 SCRPC.

It is so ordered this 27th day of January, 2014.



G. Thomas Cooper, Jr.
Presiding Circuit Court Judge

Columbia, South Carolina

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2012CP4007752

DRV Fontaine LLC

Fontaine Business Park LLC
Fontaine Business Park 2 LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for : Plaintiff Defendant or Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- 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 _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order: _____

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

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 27 January 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Paul D. Harrill

Brent B. Young
W. Duvall Spruill

Tucker S. Player

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

RECEIVED

SCANNED