

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Robin B. Stilwell, Circuit Court Judge

Appellate Case No.: 2012-205726

The Estate of Gordon Bridwell by Raymond Eddie Bridwell, Personal Representative,
.....Respondent

v.

Life and Hope Assembly of God, Mary Ellen Harris, and John Doe, Representing unknown
persons claiming to Life and Hope Assembly of God Appellants.

RECORD ON APPEAL

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ATTORNEY FOR APPELLANT

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ATTORNEY FOR RESPONDENT

RECEIVED

SEP 12 2014

SC Court of Appeals

INDEX

ORDERS

Order of the Honorable Garrison Hill of June 6, 2010	1
Scheduling Order of March 23, 2011	2
Consent Order of Continuance of July 12, 2011.....	4
Order of the Honorable Robin B. Stilwell of November 8, 2011.....	6

PLEADINGS

Complaint.....	13
Answer and Counterclaim and Motion to Dismiss of April 26, 2010	24
Counterclaim of May 24, 2010.....	69
Answer and Counterclaim and Motion to Dismiss of September 7, 2010.....	116

TRANSCRIPTS

Transcript of September 7, 2011 hearing

Motion –	120
Eddie Bridwell – Direct by Mr. LaFaye.....	127
Eddie Bridwell - Cross by Mr. Erwin.....	130
Eddie Bridwell – Redirect by Mr. LaFaye.....	140
Eddie Bridwell – Recross by Mr. Erwin.....	141
Mary Ellen Harris – Direct by Mr. LaFaye.....	149
Mary Ellen Harris – Direct by Mr. Erwin.....	227
Mary Ellen Harris – Cross by Mr. LaFaye.....	235
Edward Blunt – Direct by Mr. Erwin.....	254

EXHIBITS

Plaintiff's Trial Exhibit 1	263
Plaintiff's Trial Exhibit 7.....	265
Plaintiff's Trial Exhibit 8.....	274
Plaintiff's Trial Exhibit 9.....	289
Plaintiff's Trial Exhibit 10.....	291
Certificate of counsel.....	292

FORM 4**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS****JUDGMENT IN A CIVIL CASE**

CASE NO. 2010-CP-23-02382

Estate of Gordon W. Bridwell, Jr., et al

Life and Hope Assembly of God, et al

PLAINTIFF(S)

DEFENDANT(S)

CHECK ONE:

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered. **ENTERED COMPUTER**
- ☒ **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. **ad**
- ☐ **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
- ☐ **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: Defendant Life and

Hope Assembly of God is a S.C. corporation, and cannot appear pro se in this court. Accordingly, Defendant Life and Hope Assembly of God has until July 14, 2010 to hire duly licensed counsel who shall by the same date note an appearance in writing with the Greenville County Clerk of Court. If no written appearance is entered by July 14, 2010 Defendant will be deemed to be in default and its pleadings will be stricken from the case. All other pending motions shall be heard at a later date.

Dated at Greenville, South Carolina, this 2 day of June, 2010.

Man / in

 PRESIDING JUDGE

This judgment was entered on the 3 day of June 20 10, and a copy mailed first class this 3 day of June, 20 10 to attorneys of record or to parties (when appearing pro se) as follows:

George Eugene Lafaye, IV
 ATTORNEY(S) FOR PLAINTIFF

Mary Ellen Harris, pro se
 ATTORNEY(S) FOR DEFENDANT

Paul B. Wickensimer

CLERK OF COURT

STATE OF SOUTH CAROLINA

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE

2011 MAR 23

FILED: CLERK OF COURT
GREENVILLE CO. S.C.
2010-CP-23-2382

The Estate of Gordon W. Bridwell, Jr. by
Raymond Eddie Bridwell, Personal
Representative,

Plaintiff,

CONSENT SCHEDULING ORDER

vs.

Life and Hope Assembly of God,
Mary Ellen Harris, and John Doe,
Representing, unknown persons claiming to
Life and Hope Assembly of God.

ENTERED COMPUTER

Defendants.

By consent of the parties, and pursuant to Rule 40, South Carolina Rules of Civil

Procedure, the following schedule is established in this case:

1. The Defendants will produce all documents to be used at trial by April 4, 2011.
2. The Defendants will make available for deposition all witnesses they intend to call at trial, and such depositions will be concluded by May 24, 2011.
3. Mediation will be completed by June 24, 2011.
4. The case will be subject to being called for trial ~~from~~ ^{per 12-6} July 11, 2011 ~~from~~ ^{per 12-6} July 11, 2011.

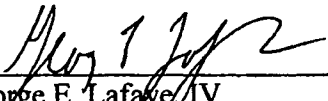
IT IS SO ORDERED.

March 27, 2011



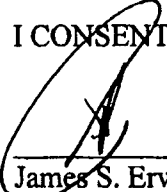
Plt atty to serve parties. HEN

I SO MOVE:



George E. Lafaye, IV
(S.C. Bar # 11346)
201 Whitsett Street
Greenville, SC 29601
(864) 241-3001
(864) 241-3040 (fax)

I CONSENT:



James S. Erwin, III
(SC Bar # 66916)
Erwin Law Firm, P.A.
413 Gentry Memorial Parkway
Easley SC 29640

STATE OF SOUTH CAROLINA JUL 12 AM 9:06 JUDGMENT IN A CIVIL CASE

COUNTY OF GREENVILLE FILED-COURT OF COMMON PLEAS CASE NO: 2010CP2302382

IN THE COURT OF COMMON PLEAS

Gordon W Estate Of Bridwell Jr vs. Life And Hope Assembly Of God

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: _____
- ☐ **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; ☐ Statement of Judgment by the Court:

Dated at Greenville, South Carolina, this .

Court Reporter: _____

PRESIDING JUDGE -

This judgment was entered on the 12th day of July, 2011, and a copy mailed first class this 12th day of July, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

George Eugene Lafaye IV Attorney At Law 201
Whitsett Street Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

James Sidney Erwin III Erwin Law Firm, PA 806
Powdersville Rd., Ste. E Easley, SC 29642

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT
2010-CP-23-2382

The Estate of Gordon W. Bridwell, Jr. by)
Raymond Eddie Bridwell, Personal)
Representative,)
Plaintiff,)

vs. : CONSENT ORDER OF CONTINUANCE

Life and Hope Assembly of God,)
Mary Ellen Harris, and John Doe,)
Representing unknown persons claiming to)
be Life and Hope Assembly of God.)
Defendants.)

The above captioned matter was set for a jury trial during the week of July 11, 2011 and is hereby continued for good cause due to the following:

- () Plaintiff / Defendant did not appear.
- () Defendant was not served.
- () Plaintiff / Defendant was not served with notice of hearing, and no waiver of notice was in the court record.
- () Plaintiff ill.
- () Continued at request of attorney(s) for good cause.
- () Justified conflict of party/counsel
- () Moving party did not have corroborating witness or properly present case.
- (X) Other: Due to the death of Defendant Harris' daughter. Sept 6, 2011 term of court
- () The hearing in this matter has been continued to the trial day of Sept 6, 2011, at 11 a.m/ pm. No further continuances shall granted except by court order.

IT IS SO ORDERED.

Greenville, South Carolina
Date: 7-7-11

I SO MOVE:

James S. Erwin, III, Esquire
Counsel for Defendants Life and Hope & Harris

Robin B. Stilwell, Chief Administrative
Judge, Thirteenth Judicial Circuit

I CONSENT:

George E. Lafaye, IV, Esquire
Counsel for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2010CP2302382

Gordon W Estate Of Bridwell Jr vs. Life And Hope Assembly Of God

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; ☐ Statement of Judgment by the Court:

Dated at Greenville, South Carolina, this 10th day of November, 2011.

Court Reporter:

PRESIDING JUDGE - Robin B Stilwell

This judgment was entered on the 10th day of November, 2011, and a copy mailed first class this 10th day of November, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

George Eugene Lafaye IV Attorney At Law 201
Whitsett Street Greenville, SC 29601

Mary Ellen Harris Life and Hope A/G P.O. Box
26431 Greenville, SC 29616
James Sidney Erwin III Erwin Law Firm, PA 806
Powdersville Rd., Ste. E Easley, SC 29642

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

The Estate of Gordon W. Bridwell, Jr. by
Raymond Eddie Bridwell, Personal
Representative,

Plaintiff,

vs.

Life and Hope Assembly of God,
Mary Ellen Harris, and John Doe,
Representing, unknown persons claiming to
Life and Hope Assembly of God.

Defendants.

IN THE CIRCUIT COURT

2010-CP-23-2382 2011 NOV 10 PM 5:05

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSINER

ORDER

PROCEDURAL HISTORY

The Plaintiff commenced this action against the Defendants alleging that a purported Deed of Gordon W. Bridwell, Jr. was void for failure of delivery, or, in the alternative, that the deed was void because of undue influence. The Plaintiff also requested that the Court quiet the title of the decedent's real property. The Defendants counter-claimed for attorney's fees. The case was set for trial by agreement of counsel in the September 6, 2011 term of court for jury trials. Because an action to set aside a deed is a matter in equity (*Bullard v. Crawley*, 294 S.C. 276,278, 363 S.E.2d 897 (1987)), the Court and the parties agreed to bifurcate the issues and to try the issue of the validity of the deed before the Court.

The trial was held on September 7, 2011. The Plaintiff Raymond Eddie Bridwell testified on behalf of the estate, and the Plaintiff examined Mary Ellen Harris on behalf of

RB

Life and Hope Assembly of God. The Rev. Harris testified in her own case and chief and called the Rev. Edward Blount as a witness.

Numerous documents were entered into evidence, including the purported Deed, prior deeds in the chain of title, filings from litigation that the Defendants had been involved in, and a document filed on behalf of the Defendants in this action that purported to be a revocation of Gordon W. Bridwell, Jr.'s Last Will and Testament.

After careful review of the testimony and the documents entered into evidence, I find that the purported Deed of Gordon W. Bridwell, Jr. recorded in the Register of Deeds Office for Greenville County at Deed Book 2366 at Page 4902 is declared void for lack of delivery and is therefore set aside. The Court further declares that the Estate of Gordon W. Bridwell, Jr. is the owner of the property described in that deed, and that the Defendants have no claim against said property. The Court's decision is based on the law of this state, the following findings of fact, and conclusions of law.

Applicable Law

"An effective delivery of a conveyance contains two parts: (1) an intention to deliver, and (2) an act evincing a purpose to part control with the instrument." *First Union Nat. Bank of South Carolina v. Shealy*, 325 S.C. 351, 355, 479 S.E.2d 846 (Ct. App 1996). Further, a "grantor may not use a deed to transfer an interest which will take effect after the grantor's death. *Id.* at S.C. 357.

Findings of Fact

This Court had the opportunity to observe the testimony of all parties and to assess their credibility. During the course of her testimony, Mary Ellen Harris was confronted with dubious filings made on behalf of the Defendants in this matter, and she

was confronted with the testimony she gave under deposition. The nature of these dubious documents along with the Rev. Harris' failure to participate meaningfully in discovery negatively impacts this Court's view of her credibility.

No evidence was presented that the deed was delivered to the Defendants during the Grantor's lifetime. The Rev. Harris testified that either the church received the deed subsequent to the Grantor's death, or that she could not recall how the deed came into the possession of the church. In either event, there is no evidence of delivery as required by law.

No evidence was presented in this matter that Gordon W. Bridwell, Jr. intended to divest himself of his interest in the property. Raymond Eddie Bridwell testified that he understood his cousin's finances and that he had no knowledge of this deed. The Rev. Harris testified that she did not know that Gordon W. Bridwell had purportedly executed a deed until a sealed envelope containing the deed was opened, after Gordon's death. Therefore, as in *First Union*, the record "is devoid of any evidence indicating [that the grantor] told anyone that he intended to divest himself of his property rights at the time he executed the deed." *Id.* at S.C. 356.

Additionally, the nature of the purported deed supports the conclusion that Gordon W. Bridwell, Jr. did not intend for this purported deed to have immediate effect. In addition to the usual elements of a deed naming of the Grantor and Grantee, the legal description, and an idiosyncratic habendum clause, the document contains language that can only be construed as testamentary.

The document directs Raymond Eddie Bridwell to take care of Gordon's pets and to sell his personal property to make certain gifts. The document also states that the

maker declares “this to by my final Trust [sic].” A testamentary document can be changed by any testator who still has capacity. The inclusion of the testamentary language is evidence that Gordon W. Bridwell, Jr. did not want to divest himself of any interest in his property.

As an additional sustaining ground, the Court finds that there was no delivery of a deed, because there was no grantee in existence identifiable as Life and Hope Assembly of God at the time of execution or at the time of purported delivery. A deed that names a grantee that does not exist, is void. *Foster v. Foster*, 384 S.C. 380, 682 S.E.2d 312 (Ct. Ap. 2009).

The evidence presented shows that Mary Ellen Harris was a pastor of a church called Eastside Assembly of God from 1978 until 2003 when that entity sold its property to the Korean Full Gospel Church of Greenville.

The Rev. Harris failed to show any evidence that any church was adhering to the corporate form of Eastside Assembly of God until that nonprofit corporation changed its name to Life and Hope Assembly of God/ Iglesia Vida Y Esperanza De Dios after the commencement of this action. This Court, therefore, finds that if Life and Hope Assembly of God existed, it did so as an unincorporated entity.

Under the case of *Jeffery v. Ehrhardt*, 210 S.C. 519, 43 S.E.2d 483 (1947), unincorporated entities can own real property. The Court in that case did give guidelines to look at to determine when an unincorporated entity can be a grantee capable of accepting delivery of a deed under certain circumstances. The church in that case “was functioning” at the time of the acceptance of the deed, and the name of the church was found to show “organization and officers and religious purposes.” *Id* at S.E.2d 485.

In this case, the evidence presented shows that from 2003 forward Mary Ellen Harris may have been using the name of Life and Hope Assembly of God, but she was also suing the occupants of 1325 Brushy Creek Road. She was unable to name a board member of this church, even though the Bylaws she propounds call for them. Given the questions this Court has about the Rev. Harris' credibility, her bare assertions that a church existed hold no weight.

Unlike the church in *Jeffery*, there is no reliable evidence that "Life and Hope Assembly of God" existed in a corporate or unincorporated form at the time of either the execution or the delivery of the deed, so the deed would fail for lack of a grantee.

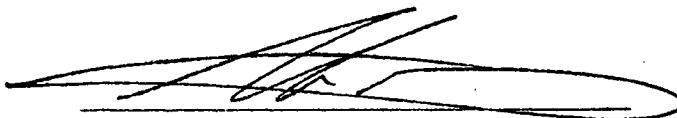
Conclusions of Law

This Court finds that there was no delivery of the deed because there is no credible evidence that Gordon W. Bridwell, Jr. intended to divest any interest to Life and Hope Assembly of God. The Court also finds that any intent Gordon W. Bridwell, Jr. had to transfer an interest to Life and Hope was to take effect only after his death. No evidence was presented, therefore, to show delivery as called for in *First Union*.

This Court has the authority in an action brought under S.C. Code of Law § 15-67-10 *et seq.* to rule on the rights of parties to real property. This Court rules that the Plaintiff has title to this property against all claims of the Defendants, and that the claims of the Defendants are void and without force or effect. The purported Warranty Deed – Grant of Life Estate recorded in the Register of Deeds Office for Greenville County in Deed book 2366 at page 4902 is declared void. The Plaintiff is authorized to file a copy of this Order in the Register of Deeds Office for Greenville County.

This Court further orders the Defendants to deliver the real property to the Plaintiff, along with all keys.

As the Plaintiff is the prevailing party in this action, the Defendants' Counterclaim for attorney's fees is dismissed.



The Hon. Robin B. Stilwell
Judge, Thirteenth Judicial Circuit

November , 2011
Greenville, S.C.

The Est. of Gordon W. Bridwell, Jr.

Plaintiff(s)

CIVIL ACTION COVERSHEET

vs.

2010 MAR 25

A 10:

2010-CP-23-2382

Life and Hope Assembly of God, Mary Ellen

Defendant(s)

(Please Print)

Submitted By: George E. Lafaye IV

Address: 201 Whitsett St. Greenville SC 29601

SC Bar #: 11346

Telephone #: 864-241-3001

Fax #: 864-241-3040

Other:

E-mail: gelivlaw@bellsouth.net

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

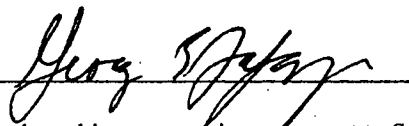
*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|--|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Assault/Slander/Libel (300) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Conversion (310) | ☐ Condemnation (410) |
| ☐ Employment (120) | ☐ Medical Malpractice (220) | ☐ Motor Vehicle Accident (320) | ☐ Foreclosure (420) |
| ☐ General (130) | ☐ Notice/ File Med Mal (230) | ☐ Premises Liability (330) | ☐ Mechanic's Lien (430) |
| ☐ Breach of Contract (140) | ☐ Other (299) | ☐ Products Liability (340) | ☐ Partition (440) |
| ☐ Other (199) | | ☐ Personal Injury (350) | ☒ Possession (450) |
| | | ☐ Wrongful Death (360) | ☐ Building Code Violation (460) |
| | | ☐ Other (399) | ☐ Other (499) |
| Inmate Petitions | Judgments/Settlements | Administrative Law/Relief | Appeals |
| ☐ PCR (500) | ☐ Death Settlement (700) | ☐ Reinstate Driver's License (800) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Foreign Judgment (710) | ☐ Judicial Review (810) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Magistrate's Judgment (720) | ☐ Relief (820) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) | ☐ Minor Settlement (730) | ☐ Permanent Injunction (830) | ☐ Municipal (930) |
| | ☐ Transcript Judgment (740) | ☐ Forfeiture-Petition (840) | ☐ Probate Court (940) |
| | ☐ Lis Pendens (750) | ☐ Forfeiture-Consent Order (850) | ☐ SCDOT (950) |
| | ☐ Transfer of Structured Settlement Payment Rights Application (760) | ☐ Other (899) | ☐ Worker's Comp (960) |
| | ☐ Other (799) | | ☐ Zoning Board (970) |
| Special/Complex /Other | | | ☐ Administrative Law Judge (980) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | | ☐ Public Service Commission (990) |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) | | ☐ Employment Security Comm (991) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | ☐ Other (999) |
| ☐ Other (699) | ☐ Sexual Predator (510) | | |

Submitting Party Signature:



Date: March 25, 2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

The Estate of Gordon W. Bridwell, Jr. by
Raymond Eddie Bridwell, Personal
Representative,

Plaintiff,

vs.

Life and Hope Assembly of God,
Mary Ellen Harris, and John Doe,
Representing, unknown persons claiming to
Life and Hope Assembly of God.

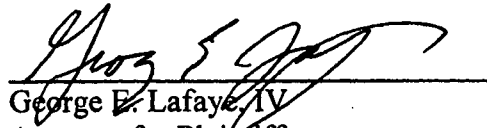
IN THE CIRCUIT COURT

2010-CP-23- 2382

SUMMONS

FILED-CLERK OF COURT
GREENVILLE, SC
2010 MAR 25 A 10:00
PAUL B. WICKER

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscriber at his office, by delivering or mailing to the subscriber at 201 Whitsett Street, Greenville, SC 29601, within thirty (30) days after the service hereof, exclusive of the day of such service to answer after the service hereof, exclusive of the day of such service; and if you fail to do, judgment by default will be rendered against you for the relief demanded in the Complaint.


George E. Lafaye, IV
Attorney for Plaintiff
Post Office Box 3644
Greenville, SC 29609
864-241-3001
SC Bar# 11346

Greenville, South Carolina

March 25, 2010

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE)

The Estate of Gordon W. Bridwell, Jr. by)
Raymond Eddie Bridwell, Personal)
Representative,)

2010-CP-23-2382

Plaintiff,)

COMPLAINT

vs.)

(JURY TRIAL DEMANDED)

Life and Hope Assembly of God,)
Mary Ellen Harris, and John Doe,)
Representing, unknown persons claiming to)
Life and Hope Assembly of God.)

FILED CLERK OF COURT
GREENVILLE COUNTY
PAUL B. WINTERKORN
2010 MAR 25 A 10:00

PLAINTIFF, COMPLAINING OF THE DEFENDANT, WOULD SHOW UNTO THE
HONORABLE COURT AS FOLLOWS, THAT:

1. Raymond Eddie Bridwell is the duly appointed Personal Representative of the Estate of Gordon W. Bridwell, Jr.
2. Raymond Eddie Bridwell is a citizen and resident of the State of South Carolina, County of Greenville.
3. Gordon W. Bridwell, Jr. died testate a resident of the State of South Carolina, the County of Greenville on December 14, 2009. His estate is being administered in the Probate Court for Greenville County in file number 2010ES2300017.
4. Upon information and belief, Mary Ellen Harris is a citizen and resident of the State of South Carolina, County of Greenville.
5. All of the facts and circumstances which give rise to the causes of action in this Complaint occurred in the County of Greenville.

6. Mary Ellen Harris holds herself out as the pastor of Life and Hope Assembly of God with a physical address of 1325 Brushy Creek Road, Taylors, South Carolina.
7. No organization with the name "Life and Hope Assembly of God" or anything reasonably similar is organized in any form registered with the South Carolina Secretary of State.
8. During his life, Gordon W. Bridwell, Jr. lived at a residence located at 709 Edwards Mill Rd., in Taylors, South Carolina.
9. Starting after the death of his mother, Gordon W. Bridwell, Jr. formed a relationship with Mary Ellen Harris, who purported to be the pastor of Life and Hope Assembly of God.
10. On January 5, 2010, a document styled "Warranty Deed – Grant of Life Estate" was recorded in the Office of the Register of Deeds for Greenville County. A copy of this document is attached as Exhibit A.
11. This document is dated December 31, 2008.
12. While the language of the document is not standard for a deed, the document purports to convey the property at 709 Edwards Mill Rd. to Life and Hope Assembly of God, while reserving a life estate for Gordon W. Bridwell, Jr.

For a First Cause of Action

To Void Deed

13. Plaintiff reasserts and realleges each and every allegation above as if repeated herein verbatim.

14. At the time the purported deed was allegedly executed on December 31, 2008, there was no entity identifiable as the Life and Hope Assembly of God.
15. Since there was no such entity in existence or identifiable, there was no proper delivery of the deed.
16. Since there was no such entity in existence or identifiable, there was no proper acceptance of delivery of the deed.

For a Second Cause of Action

Quiet Title

17. Plaintiff reasserts and realleges each and every allegation above as if repeated herein verbatim.
18. The property known as 709 Edwards Mill Rd. is currently vacant.
19. Plaintiff is entitled to bring an action under South Carolina Code of Laws § 15-67-10 *et seq.* to determine the rights of the parties to the property.
20. The Plaintiff seeks a ruling of the Court that the purported deed is void for the reasons stated above, and is of no force and effect.

For a Third Cause of Action

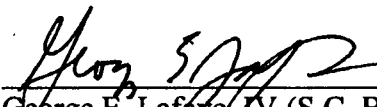
Undue Influence

21. Plaintiff reasserts and realleges each and every allegation above as if repeated herein verbatim.
22. While the Defendant Mary Ellen Harris holds herself out as a pastor, the primary nature of the relationship she had with Gordon Bridwell, Jr. was that of a legal advisor.

23. This is despite the fact that Mary Ellen Harris is not an attorney licensed in any state.
24. Due to the nature of their relationship, a confidential relationship was formed between Gordon W. Bridwell, Jr. and Mary Ellen Harris.
25. At the time of the execution of the purported deed Gordon W. Bridwell, Jr. was in a condition of great mental weakness.
26. The purported consideration of \$10.00 was grossly inadequate.
27. Therefore, the purported deed should be set aside on the grounds of undue influence.

Wherefore, Plaintiff prays:

1. That the Plaintiff be determined to be the fee simple Owners of the Property.
2. That the Court grant such other and further relief as may seem just and proper.


George E. Laffoe, IV (S.C. Bar # 11346)
201 Whitsett Street
P.O. Box 3644
Greenville, SC 29608
(864) 241-3001
(864) 241-3040 (fax)

Greenville, S.C.
March 25, 2010

Exhibit A

WARRANTY DEED- GRANT OF LIFE ESTATE

I, Gordon W. Bridwell, Jr., referred to as GRANTOR, whose address is 709 Edwards Mill Road, Taylors, South Carolina 29687 herewith sells, bargains, and conveys for the amount of \$10.00 (Ten Dollars) to Life and Hope Assembly Of God, GRANTEE, who address is 1325 Brushy Creek Road, Taylors, South Carolina 29687, all of the following described real property, located in the State of South Carolina, County of Greenville,

All that certain trinagular lot of land in Chicks Springs Township in Greenville County, State of South Carolina, being shown as the rear poprtion of the Lots Nos., 3, 4, 5, 6, and 7 on Plat section No. 2, Edwards Forest, recorded in Plat Book RR at Page 21 and having according to a more recent survery made by D.C. Riddle, dated December 10, 1982 the following metes and bounds, to-wit.

Beginning at an iron pin in the rear line of Lot No. 7 in the line of Shockley property and running through Lots Nos., 7, 6, 5, 4, and 3 N. 33-38 W., 405.1 feet to pin in rear line of Lot 3 thence S. 51-41 E. 132.4 feet to pin, thence continuing S. 51-37 W. 1136.5 feet at the point of beginning.

This being the same property conveyed to Gordon William Bridwell to the Grantor by W.I. Elkin, Jr. as recorded in BOOK 700 PAGE 363.

Deed recorded June 19, 1962
Map Number TA9-1-63-2

All that certain lot of land situated in the Northwestern site of Edwards Road, Chick Springs Township, Greenville County, State of South Carolina, containing 2.19 acres and having according to plat of property of William S. Edwards made by Dalton and Nerves in February 1954, the following metes and bounds, to-wit.

Beginning at an iron pin in the center of Edwards Road, corner of property now or formerly owned by W.B. Shockley, and running thence with said property S. 56-09 W. 500 feet to iron pin, thence S. 51-06, 381 feet to point in center of Edwards Road; thence with center of Edwards Road; the following courses and distances N. 10-55 W. 50 feet and No. 15-52 W. 232.8 feet to the point of beginning.

This being the same property conveyed to the Grantor R.L. Smith and Myrtle Smith, by deed recorded in BOOK 493 PAGE 56.

Deed recorded Jan. 28, 1954
Map Number TA9-1-30

500 feet to iron pin, thence S. 51-06, 381 feet to iron pin, corner of Bridwell property, thence with line of Bridwell property N. 72-05 E. 381 feet to point in center of Edwards Road, thence with center of Edwards Road, the following courses and distances: N. 10-55 W. 50 feet and N. 15-52 W. 232.8 feet to the point of beginning.

Provided however, that the GRANTOR shall reserve and retain a life estate in the property having the right to possess, occupy and completely control the property during the grantor's lifetime.



2010000485 DEED
4 PGS
Book: DE 2366 Page: 4902-4905
January 05, 2010 02:52 01 PM Cons: \$10.00
Rec: \$10.00 Cnty Tax: EXEMPT State Tax: EXEMPT

FILED IN GREENVILLE COUNTY, SC

This being the Property 500 feet to an iron pin, thence S.51-06, 381 feet to iron pin, corner of Bridwell property, thence with line of Bridwell N.72-05 E.381 Feet to point in center of Edwards Road: thence with center of Edwards Road, the following courses and distances: N.10-55 W.50 feet and N. 15-52 W.232.8 feet to the point of beginning.

This being the same property conveyed to the Grantor R.L. Smith and Myrtle P. Smith, by deed in BOOK 493 PAGE 56.

Wherefore, I, Gordon W. Bridwell, Jr. AS GRANTOR, herewith GRANTED to Life and Hope Assembly of God Ministry, 1325 Brushy Creek Road, Taylors, South Carolina 29687 as the RECIPIENT to the herein described real estate property to have and to hold to RECIPIENT and RECIPIENTS heirs and assigns, absolutely.

GRANTOR represents that GRANTOR has a valid power to appoint such property, and GRANTOR further represents that this appointment is made properly under the terms of the document, described herein which created the power. GRANTOR further represents that the GRANTOR has not done or permitted any act whereby the power of appointment has been affected, waived or discharged. I declare this to be my final TRUST and further declare that any future Will or Trust which shall be made or presented after this date, or any future date shall be considered to be fraudulent.

I have made this Warranty Deed-Grant of Life Estate of my own free will so that others who may need the help as I did will receive the help they need. Because of the help I received I will be able to live in the home of my childhood until my death, for which I will be eternally grateful.

My present personal real property, my automobile and furniture shall be sold. For this I appoint my cousin Raymond Eddie Bridwell. Eddie Bridwell shall be in charge of my pets, if any are still living at my death. All my personal real property and the sale thereof and distribution after my personal expenses have been paid shall be as follows: Rev. Ed. Blount, \$1,000.00, Rev. Gordon Moore, \$1,000.00 and Rev. Walker, \$1,000.00.

Should any individual herein disagree or have a dispute with my decision or hire an attorney for their share, or interfered with my decision in any manner, their part shall then be dissolved as not having been granted any part thereof.

Warranty Deed-Grant of Life Estate Page 2 of 3

JAN 05 2010

Book 4902 Page 4

GRANTOR shall defend the estate herein granted against any claims from anyone whosoever shall make a claim against said property, except property taxes for the present year, and any restrictive covenants of record. This conveyance is made with any applicable statutory warranty covenants of the state of South Carolina.

Gordon W. Bridwell, Jr.
Gordon W. Bridwell, Jr.

Witness: Steve Campbell Witness: James L. Linder

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

On this date appeared the individual herein named. He appeared to be of sound mind, and under no duress, fraud, influence, and satisfactorily proved to me by presenting ID of South Carolina Drivers License to be the person named in this document herein written, Warranty Deed-Grant of Life Estate. He acknowledged he has fully read and understands the document and has signed of his own free and voluntary act and deed, and intent, for the purpose herein set forth in this document.

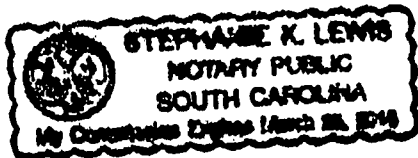
Signed this 31 day of December 2008.

Stephanie K. Lewis
Notary for South Carolina

My Commission Expires March 25, 2015

My Commission expires: _____

Warranty Deed-Grant of Life Estate Page 3 of 3



STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Affidavit

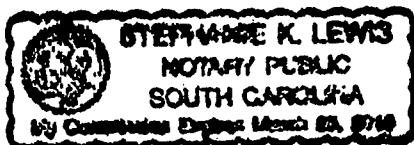
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 709 Edwards Road, Taylor, SC 29687
bearing _____ County Tax Map Number T29-1-432, was transferred T29-1-30
by Gordon William Bridwell, Jr.
to Life and Hope Assembly on 31 December 2008
3. Check one of the following: The deed is
(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) ☒ GIFT exempt from the deed recording fee because (see information section of affidavit):
(If exempt, please skip items 4 - 7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which is _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here.
(If no amount is listed, place zero here) _____
(c) Subtract line 6(b) from line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: _____
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as GRANTEE
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 05
day of January 2010
Notary Public for _____
My Commission Expires _____

Fedra E. Campbell
Responsible Person Connected with the Transaction
FEDRA E. CAMPBELL
Print or Type Name Here

My Commission Expires March 25, 2010



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2010000485 Book: DE 2366 Page: 4902-4905
January 05, 2010 02:52:01 PM

Timothy J. Hanney

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE)

2010-CP-23- 2382

The Estate of Gordon W. Bridwell, Jr. by)
Raymond Eddie Bridwell, Personal)
Representative,)

Plaintiff,)

LIS PENDENS

vs.)

Life and Hope Assembly of God,)
Mary Ellen Harris, and John Doe,)
Representing, unknown persons claiming to)
Life and Hope Assembly of God.)

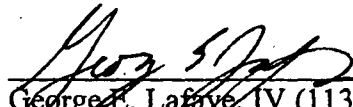
2010 MAR 25 A 10:00

FILED-CLERK OF COURT
GREENVILLE, SOUTH CAROLINA
PAUL S. WICKERY, CLERK

NOTICE IS HEREBY GIVEN THAT an action is now pending in the Circuit Court for
Greenville County, South Carolina to quiet the title and void a purported deed to the
property containing 3.2 acres with improvements at 709 Edwards Mill Rd:

All that certain triangular lot of land Township in Greenville
County, State of South Carolina , being shown as the rear portion
of Lots No 3, 4, 5, 6, and 7 on plat of Section No. 2 Edwards
Forest, recorded in Plat Book RR at Page 21 and having the metes
and bounds in said Plat

TMS # 029020101900


George E. Lafaye, IV (11346)
Attorney for Plaintiff
201 Whitsett Street
Greenville, SC 29601
(864) 241-3001
(864) 241-3040 (fax)

Greenville, SC
March 25, 2010

RECORDED IN BOOK CC8 PAGE 013

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE)

2010-CP-23-2382

The Estate of Gordon W. Bridwell, Jr. by)
Raymond Eddie Bridwell, Personal)
Representative,)

Plaintiff,)

Life and Hope Assembly of God,)
Mary Ellen Harris, and John Doe,)
Representing, unknown persons claiming to)
Life and Hope Assembly of God.)

ANSWER COUNTERCLAIM

AND Motion to Dismiss

2010 APR 26 P 4:52
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
JAMES W. BRIDWELL

COMES NOW THE DEFENDANT'S, PASTOR REV. MARY ELLEN HARRIS OF LIFE
AND HOPE ASSEMBLY OF GOD TO ANSWER THE COMPLAINT OF THE ABOVE
STATED PLAINTIFF, Raymond Eddie Bridwell, Jr. regarding the estate of Gordon W.
Bridwell, Jr.. DEFENDANT'S WILL SHOW TO THIS HONORABLE COURT AS
FOLLOWS: THE PLAINTIFF, COMPLAINING OF THE DEFENDANT, WOULD
SHOW UNTO THE HONORABLE COURT AS FOLLOWS, THAT:

1. Raymond Eddie Bridwell is the duly appointed Personal Representative of the
Estate of Gordon W. Bridwell, Jr.

ANSWER: Matter of Record

2. Raymond Eddie Bridwell is a citizen and resident of the State of South
Carolina, County of Greenville.

ANSWER: Matter of Record

3. Gordon W. Bridwell, Jr. died testate a resident of the State of South Carolina,
the County of Greenville on December 14, 2009. His estate is being
administered in the Probate Court for Greenville County in file number
2010ES2300017.

ANSWER: Only The Personal property of Gordon W. Bridwell, Jr. is being administered in the Probate Court of Greenville County. The property was properly deeded by Warrant Deed-Grant of Life Trust to Life and Hope Assembly of God Church.

4. Upon information and belief, Mary Ellen Harris is a citizen and resident of the State of South Carolina, County of Greenville.

ANSWER: AFFIRM.

5. All of the facts and circumstances which give rise to the causes of action in this Complaint occurred in the County of Greenville,

ANSWER: AFFIRM

Mary Ellen Harris holds herself out as the pastor of Life and Hope Assembly of God with a physical address of 1325 Brushy Creek Road, Taylors, South Carolina. Complaint occurred in the County of Greenville.

ANSWER: THE ABOVE STATEMENT IS MISLEADING FALSE AND

FRAUDULENT with the exception only the address is true. I, Mary Ellen Harris acknowledge I have been the pastor of Life and Hope Assembly of God since January 8, 1973 (37 years) at the above stated address as shown in the following exhibit.

EXHIBIT NO.: 1, PAGE 1 OF 1. CERTIFIED DOCUMENT FROM THE SECRETARY OF STATE Which indicates that I, Mary Ellen Harris has been the pastor of Life and Hope Assembly of God, duly organized, with a physical address at 1325 Brushy Creek Road, Taylors, South Carolina 29687, County of Greenville, and has been in good standing since January 1978.

7. No organization with the name "Life and Hope Assembly of God" or anything

reasonably similar is organized in any form registered with the South Carolina Secretary of State.

ANSWER: THE ABOVE STATEMENT IS FALSE AND FRAUDULENT

AS NOTED IN PREVIOUS EXHIBIT NO: 1- PAGE 1 OF 1. A COPY OF THE ABOVE CERTIFICATE, which confirms Life and Hope is a non-profit religious organization in good standing, and duly recognized by the South Carolina Secretary of State

8. During his life, Gordon W. Bridwell, Jr. lived at a residence located at 709 Edwards Mill Rd., in Taylors, South Carolina.

ANSWER: Affirm

9. Starting after the death of his mother, Gordon W. Bridwell, Jr. formed a relationship with Mary Ellen Harris, who purported to be the pastor of Life and Hope Assembly of God.

ANSWER; THIS STATEMENT IS FALSE, FRAUDULENT AND HINGES ON FALSE ACCUSATION WHICH IMPINGES ON THE CHARACTER OF REV. MARY ELLEN HARRIS, with Imputation of want of chastity to female according the South Carolina Code of Laws 15-75-10. I have been an ordained minister with the Assemblies of God for 47 years, and have served in pastoral position for 47 years. The association I had with Gordon W. Bridwell was to assist him by preventing the loss of his home and property I am a paralegal with a certificate from the University of South Carolina, and a state certified legal mediator for civil and family courts.

EXHIBITS NO.: 2- PAGE 1 OF 1 COPY OF PARALEGAL CERTIFICATE,

UNIVERSITY OF SOUTH CAROLINA, COLUMBIA, SOUTH CAROLINA.

EXHIBIT NO.: 2- PAGE 1 OF 1 COPY OF CERTIFICATE FOR LEGAL MEDIATION.

GORDON W. BRIDWELL, JR. attended Trinity Assembly, Greenville, South Carolina. His pastor, Rev. Joseph Edward Blount referred Mr. Bridwell to Reverend Mary Ellen Harris, requesting her help with a lien the State of South Carolina had placed against his property at 709 Edwards Mill road, Taylors, South Carolina.

EXHIBIT No.: 3, Page 1 of 5 Affidavit of Reverend Joseph Edward Blount.

EXHIBIT No.: 4 Page 1 of 8 Affidavit of Reverend James R. Harris, Sr.

This is the same property which has given rise to this action by Raymond Eddie Bridwell

EXHIBIT NO.: 5. PAGE 1 OF 2 AND PAGE 2 OF 2. A LETTER FROM THE STATE OF SOUTH CAROLINA, WHICH INDICATES THE STATE HAD PLACED A LIEN IN THE AMOUNT OF \$93,241/93 AGAINST THE PROPERTY OF Gordon W. Bridwell, Jr.

EXHIBIT NO.: 6 PAGE 1 OF 1 A copy of my letter to the Department of South Carolina State Estate Recovery, Columbia, South Carolina.

EXHIBIT NO.: 7 Copy of A Letter to Mary Ellen Harris from the State of South Carolina State Recovery Program, Columbia, South Carolina.

EXHIBIT NO.: 8 Page 1 of 1. A letter to Gordon W. Bridwell, with a copy sent to Probate Court, Greenville, South Carolina..

10. On January 5, 2010, a document styled "Warranty Deed - Grant of Life Estate was recorded in the Office of the Register of Deeds for Greenville County. A copy of this document is attached as Exhibit A.

ANSWER: AFFIRM

11. This document is dated December 31, 2008.

ANSWER: AFFIRM The date of the document is true.

12. While the language of the document is not standard for a deed, the document purports to convey the property at 709 Edwards Mill Rd. to Life and Hope Assembly of God, while reserving a life estate for Gordon W. Bridwell, Jr.

ANSWER: The language in the deed supports the final wish of the deceased Gordon W. Bridwell, Jr. and

properly conveys the property to Life and Hope Assembly of God while reserving a life estate, which enabled

him to live in the home of his childhood until his death The document conforms to the laws of the State of South

Carolina by containing two witnesses and is signed by a notary with her seal affixed as a true and certified

document executed by GORDON W. BRIDWELL, JR. He, personally brought the envelope containing the

above document to life and Hope Assembly of God on December 31, 2008, with the stipulation the envelope was

not to be opened until after his death _____ -

For a First Cause of Action To Void Deed

13. Plaintiff reasserts and realleges each and every allegation above as if repeated. At the time the purported deed was allegedly executed on December 31, 2008, herein verbatim.

ANSWER: The DEFENDANT Re-asserts and Affirms each and every allegation above as if

repeated is false and fraudulent. That the Warranty Deed-Grant of Life Trust executed on December 31, 2008 was properly executed according to the Statutes and laws of South Carolina. Herein Verbatim..

14. At the time the purported deed was allegedly execute on December 31, 2008, there was no entity identifiable as the Life and Hope Assembly of God.

ANSWER: The statement is False and Fraudulent. PROOF IS IN PRIOR EXHIBIT NO.: 1

Document from the Secretary of State which indicates Life and Hope has been in existence since January 1978.

15. Since there was no such entity in existence or identifiable, there was no proper delivery of the deed. there was no entity identifiable as the Life and Hope Assembly of God

ANSWER: This statement is False and Fraudulent as indicated in prior

EXHIBIT NO.: 1, Page 1 of 1 is proof of identifiable entity and existence of Life and Hope Assembly of God. Proper delivery of the deed was made in accordance with the Code of Laws of South Carolina.

16. Since there was no such entity in existence or identifiable, there was proper acceptance of delivery of the deed.

ANSWER: The above statement is False and Fraudulent as As shown by prior Exhibit NO.: 1, Page 1 of 1 Life and Hope Assembly Church is a identifiable entity existing in good standing in the State of South Carolina. Defendant would re iterate and affirm that proper delivery was

made to the church. Mr. Bridwell expired December 14, 2009. The sealed envelope was opened and the document was accepted and approved by the Pastors, Rev. Ellen Harris, Rev. James R. Harris, and by the official members of the church board according to the Constitution and By-laws of the church.

For a Second Cause of Action Quiet Title

17. Plaintiff reasserts and realleges each and every allegation above as if repeated herein verbatim

ANSWER: DEFENDANT Re-Affirms the allegation made by the Plaintiff are False and Fraudulent and without merit. Hercin verbatim.

18. The property known as 709 Edwards Mill Rd. is currently vacant.

ANSWER: AFFIRM

ANSWER: The property as stated above has been secured by the owners, Life and Hope Assembly of God Church and is currently being used as a place to gather for services. The power has been restored, an alarm system has been installed, and the property has been insured.

19. Plaintiff is entitled to bring an action under South Carolina Code of Laws § 15-67-10 *et seq.* to determine the rights of the parties to the property.

ANSWER: DEFENDANT denies the Plaintiff's Complaint that he has a right to the property

under the South Carolina Code of Laws 15-67-10. Defendants herein defend the right to the property as The Warranty Deed- Grant of Life Estate was properly executed and was the final expressed wishes of the deceased, Gordon W. Bridwell, Jr. The Plaintiff is not entitled to the property and his

20. The Plaintiff seeks a ruling of the Court that the purported deed is void for the reasons stated above, and is of no force and effect.

ANSWER: The Defendant's request this Honorable Court to deny the Plaintiff's request to void the deed, and to find for the Defendant's the Warranty Deed-Grant of Life Estate, wherein Gordon W. Bridwell, Jr., conveys his property at 709 Edwards Mill Road, Taylors, South Carolina to Life and Hope Assembly Church to be in force, and out of respect to the deceased to grant his wish as he outlined in his Warranty Deed Life Estate to Life and Hope Church as his last and final wish.

For a Third Cause of Action Undue

Influence

21. Plaintiff reasserts and realleges each and every allegation above as if repeated herein verbatim.

ANSWER: Defendant's Re-assert and Affirms each and every allegation above is False and Fraudulent. Herein verbatim

22. While the Defendant Mary Ellen Harris holds herself out as a pastor, the primary nature of the relationship she had with Gordon Bridwell, Jr. was that of a legal advisor.

ANSWER: The above allegations are False and Fraudulent. The following facts will prove the allegations are false and fraudulent. I, MARY ELLEN HARRIS, DEFENDANT, herein reiterate I am an ordained minister and have been in pastoral position for 47 years. As stated in prior EXHIBITS NOs. 6, 7 and 8, I do not give legal advice and did not give legal advice to Gordon W. Bridwell, Jr. I always wear my name badge, which identifies me as a paralegal and a legal mediator for civil and family courts. I did bring resolution to the problems Mr. Bridwell had with the State of South Carolina Estate Recovery Program which was seeking payment for his mother's medical expenses. I complied and completed the necessary forms and wrote a letter requesting the lien of \$93,241.93 the state had placed against his property located at 709 Edwards Mill Road, Taylors, South Carolina be waived. As stated in PRIOR EXHIBITS NOS: 5, 6, and 7, indicates my success in bringing resolution to waive the money the state requested and to grant the wishes of Gordon W. Bridwell, Jr. to live the remaining days of his life in the home of his childhood.

23. This is despite the fact that Mary Ellen Harris is not an attorney licensed in any state.

ANSWER: Plaintiff's statement is FALSE AND FRAUDULENT. I, MARY ELLEN HARRIS, DEFENDANT ALWAYS IDENTIFIED MYSELF WITH PROPERLY WEARING MY IDENTIFICATION BADGE. This indicates I am not presenting myself as an attorney. When I am asked a legal question the first words out of my mouth is the advice I was taught in my paralegal studies, to inform the people that I was not an attorney and will not give them legal advice.

24. Due to the nature of their relationship, a confidential relationship was formed between Gordon W. Bridwell, Jr. and Mary Ellen Harris

ANSWER: THE ABOVE ALLEGATION ARE FALSE AND FRAUDULENT AND ARE MADE

WITH INTENTIONAL INTENT TO DEFAME THE DEFENDANT AND ARE WITHOUT MERIT,,and is in violation of the South Carolina Code of Laws Section 15-75-10: Imputation of want of chastity to female. If any person shall utter and publish by writing, any words of and concerning any female imputing to her a want of chastity, the person so uttering and publishing such words shall be liable for damages in a civil action bought by the female of who the words may be uttered and published, without proving any special damages, subject, nevertheless, to the rules of evidence. Section 15-75-10 is not unconstitutional, Wardlaw v. Peck (S.C.App. 1984) 282 S.C. 199, 318 S.E.2nd 270. STRICT PROOF OF PLAINTIFF'S ALLEGATION IS DEMANDED.

THE PRIOR EXHIBITS: 5, 6, and 7 ATTEST TO THE FACTS THAT GORDON W. BRIDWELL, WOULD BE UNABLE TO PAY THE \$93,241.94 THE STATE HAD PLACE AGAINST HIS PROPERTY. In his WARRANTY DEED-GRANT OF LIFE ESTATE, page 2, Paragraph 5, Gordon W. Bridwell, Jr, himself plainly states: "I have made this Warranty Deed-Grant of Life Estate of my own free will so that others who may need the help as I did will receive the help they need. Because of the help I received I will be able to live in the home of my childhood until my death, for which I will be eternally grateful". That is why he deeded his property to Life and Hope Assembly of God.

25. At the time of the execution of the purported deed Gordon W. Bridwell, Jr. was in a condition of great mental weakness.

ANSWER: FAI SE. There is no proof Gordon W. Bridwell, Jr. had ever been diagnosed as being incompetent or could not make his own decisions. His physician never completed a Certificate of Incompetence which would Deemed Him Unable To Consent And Manage his Own Affairs, which must be done to comply with South Carolina Law under Sections 44-66-20(6) and 62-5-504, B (4): To say that he was weak minded when he made the Warranty Deed -Grant of Life Estate to Life and Hope Assembly was only 74 days after he was pressured by the Plaintiff to make the will on September 16,

ANSWER: There is no proof that Gordon W. Bridwell, Jr. had ever been diagnosed as being incompetent or could not make his own decisions. His physician never completed a Certificate of Incompetence And Deemed Him Unable To Consent And Manage his Own Affairs which would comply with South Carolina Law under Sections 44-66-20(6) and 62-5-504, B (4) : To say that he was weak minded when he made the Warranty Deed -Grant of Life Estate to Life and Hope Assembly was only 74 days after he was pressured to make the will on September 16, 2008. The further raises the fact that the Complaint which has been filed by the Plaintiff is False, Fraudulent and Frivolous, whereby the Defendant's respectfully request this Honorable Court to Dismiss Plaintiff cause of action, and give to the Defendant's the peace and quiet and grant the wishes of the deceased, Gordon W. Bridwell, Jr. The notary attests to the fact that Gordon W. Bridwell, Jr. appeared to be of sound mind, and under no un-due influence. Defendant was not with Mr. Bridwell when he had the document prepared or signed. Defendant did not see the document or deed until after his death as requested. The deceased had the right to have anyone he chooses to prepare the document according to his wishes.

26. The purported consideration of \$10.00 was grossly inadequate.

ANSWER: This statement is False and Fraudulent. According to the laws regarding transference of property there must be a showing of money to transfer property. This was not for the purchase of the property **THE TRANSFER OF PROPERTY WAS A GIFT** and was properly registered by the Auditor of Greenville County according to Section 30-5-80 Code of Laws of South Carolina 1976

27. Therefore, the purported deed should be set aside on the grounds of undue influence.

ANSWER: THE FACTS AND INFORMATION PRESENTED BY DEFENDANT'S AFFIRMS THAT
PLAINTIFF'S ALLEGATIONS IN THIS COMPLAINT ARE BASED ON FALSE AND FRAUDULENT
INFORMATION AS PRESENTED BY THE PLAINTIFF. THE WARRANTY DEED-GRANT OF LIFE
ESTATE MADE TO LIFE AND HOPE ASSEMBLY WAS THE LAST WISH OF GORDON W.
BRIDWELL,

JR AND OUT OF RESPECT SHOULD REMAIN AS THE final wish of the DECEASED, as granted. The
Deed-Grant of Life Estate was properly prepared and was witnessed by two witnesses, and a notary for the
State of South Carolina signed and affixed her seal to the document which , stated that Gordon W Bridwell,
appeared to be of sound mind and did not appear to be under any undue influence o stress.

Wherefore, Defendant prays:

1. That Plaintiff's request as Owners of the Property be denied.
2. That Plaintiff's Complaint is based on False and Fraudulent information,
Defendants respectfully request this Honorable Court to Dismiss Plaintiff's
Complaint. As Plaintiff's Complaint according to the South Carolina State Code
Statute Laws: 15-36-10 Frivolous Civil Proceeding Sanctions Act is a frivolous cause of action.
3. This Honorable Court would grant to the Defendant's the request made
by the deceased, in the Warranty Deed-Grant of Life Estate to be his final wish
to deed his property to Life and Hope Assembly of God Church and to grant such other and
further relief as may seem just and proper



Defendant Mary Ellen Harris, Pro se
Pastor Life and Hope Assembly of God
1325 Brushy Creek Road,
Taylors, SC 29687
Greenville, South Carolina 29615
Phone 864-244-9735

April 26, 2010

cc: George E. Lafaye, IV
Attorney for Plaintiff
P.O. Box 3644
Greenville, S.C. 29609

The State of South Carolina

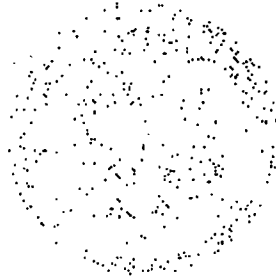


EXHIBIT NO: 1

PAGE 1 OF 1

PAGE OF

Office of Secretary of State Mark Hammond

Certificate of Authorization, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

LIFE AND HOPE ASSEMBLY OF GOD/ IGLESIA VIDA Y ESPERANZA DE DIOS, a Non-Profit Corporation duly organized under the laws of the State of SC, was issued a certificate of authority to transact business in South Carolina on August 8th, 1978, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 33, Title 33, Code of 1976 and acts amendatory thereto, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
12th day of April, 2010.


Mark Hammond, Secretary of State

IN THE CIRCUIT COURT

MOTION TO DENY
JJS PENDENS

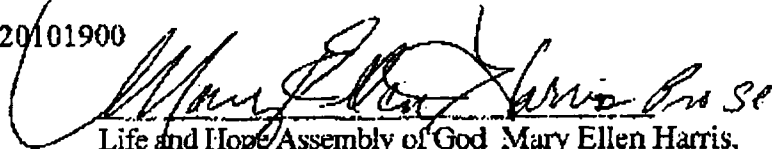
VS.

Life and Hope Assembly of God, Mary
Ellen Harris,
and John Doe, Representing, unknown,
persons
claiming to Life and Hope Assembly of
God.

NOTICE IS HEREBY GIVEN THAT A REQUEST TO DENY THE ACTION WHICH is now
pending in the Circuit Court for Greenville County, South Carolina to quiet the title and void a
purported deed to the property containing 3.2 acres with improvements at 709 Edwards Mill Rd:

All that certain triangular lot of land Township in Greenville
County, State of South Carolina, being shown as the rear portion of
Lots No 3, 4, 5, 6, and 7 on plat of Section No. 2 Edwards Forest,
recorded in Plat Book RR at Page 21 and having the metes and
bounds in said Plat

TMS# 029020101900



Life and Hope Assembly of God Mary Ellen Harris,
1325 Brushy Creek Rd. Taylors, SC 29687
P.O. Box 26431, Greenville, S.C. 29615

STATE OF SOUTH CAROLINA

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE

The Estate of Gordon W. Bridwell, Jr. by
Raymond Eddie Bridwell, Personal

Representative,

Plaintiff,

CERTIFICATE OF
DELIVERY.

vs.

Life and Hope Assembly of God, Mary
Ellen Harris, and John Doe, Representing,
unknown persons claiming to Life and
Hope Assembly of God.

I, MARY ELLEN HARRIS, PASTOR OF LIFE AND HOPE ASSEMBLY OF GOD
hereby certify in the above referenced COMPLAINT and as requested did this 22nd day
of April, 2010 deliver the following copies: THE ANSWER/COUNTERCLAIM,
MOTION TO DENY LES PENDEED AND MOTION TO DISMISS, to the office of
George Lafaye, Attorney, located at: 201 Whitsett Street, Greenville, S.C. 29601.

A handwritten signature in cursive script, appearing to read "Mary Ellen Harris", is written over a horizontal line.

LIFE AND HOPE ASSEMBLY OF GOD/MARY ELLEN HARRIS, PASTOR
1325 Brushy Creek Rd, Taylors, S.C. 29687, P.O. Box 26431 Greenville, S.C.
29615

April 26,,2010
Greenville, South Carolina

EXHIBIT NO: 2

PAGE 1 OF 1

PAGE OF



DISPUTE RESOLUTION SYSTEMS, INC.
certifies that

MARY ELLEN HARRIS
has successfully completed the

40-HOUR PROCESS COURSE IN CIVIL MEDIATION

CONDUCTED JULY 13-17, 1998
IN GREENVILLE, SOUTH CAROLINA

This course is certified by the

SOUTH CAROLINA COUNCIL FOR CONFLICT RESOLUTION
SOUTH CAROLINA COURT ADMINISTRATION FOR JUDICIAL CLE
SOUTH CAROLINA STATE BAR ASSOCIATION CLE

PAMELA MCKINNEY, EXECUTIVE DIRECTOR

CHARLES L. BARRETT, INSTRUCTOR

AFFIDAVIT

COURT OF COMMON PLEA

EXHIBIT NO: 3

PAGE 1 OF 5

CASE NO: 2010-CP-23-2382

GREENVILLE COUNTY

ESTATE OF: Gordon W. Bridwell, Jr

My name is Joseph Edward Blount, I reside at 219 Hawkins Creek Court, Greenville County, Greenville, South Carolina. My phone number is: 864-246-1014. I serve on the pastoral staff of Trinity Fellowship Church, 1700 North Pleasantburg Drive, Greenville, South Carolina as minister to senior citizens. I served as lead pastor at the same church from February 1, 1999 to March 7, 2004.

Gordon W. Bridwell, Jr began attending our Sunday evening services occasionally soon after our ministry began at Trinity. The time came when attended more regularly . He would come early or stay late to talk with me. His questions and life style were a mystery. I soon learned he was a deeply troubled man in a struggle for survival.

In efforts to help him I developed a friendship that took me to his home and brought him to my home for frequent long talks. I learned that his dearest trusted friend was Pastor Olley Walters who had ministered to him in the past

and helped him with employment. Over time he shared many secrets of his life that robbed him of self confidence and the ability to trust others. We prayed together often and I sought to comfort and encourage him to accept God's forgiveness and to forgive himself.

Following the death of his mother, Gordon lived alone in his childhood home. He had serious health problems that made him unable to hold a job. The State had approved Social Security Disability Assistance for less than \$600.00 (Six Hundred) per month. The cost of maintaining a home and automobile left little for personal expenses and food. He depended a lot on the charity food suppliers in the community.

Gordon's attendance at Trinity became off and on when he couldn't buy gasoline to drive to Easley to attend another church he liked. He counted Gordon Moore, Pastor of First Assembly as a trusted friend.

The time came when Gordon requested the Trinity Church family to pray for a mammoth problem he was having. He expressed fear that he may become homeless. He later explained to me that the state sent him a bill for his mother's medical care in the amount of \$93,241.94, and had placed a lien on his home and property for that amount. My recommendation to him was to seek legal advice from an attorney, which he did. Feeling that it was impossible for

him to pay the \$10,000.00 (Ten Thousand Dollars) in legal fees plus a monthly fee he had a more urgent prayer request.

I suggested to him that he contact Ellen Harris, Pastor of Life and Hope Assembly of God, Taylors, South Carolina, who had informed us that she had qualified herself as a paralegal, and an legal mediator in order to help people of churches with problems and concerns who didn't know what to do, and were on a limited income.

Gordon reported to our church family that Ellen Harris felt that she could help him through this challenge. To keep praying with him he reported steps of progress from time to time. The day came when he wanted to share a testimony of what God had done in answer to prayer. With great joy and relief he gave thanks to God and reported that with Ellen Harris's assistance, his mother's debt had been cancelled and the lien removed from his home and property.

Gordon once approached me with the possibility of our church receiving a sizable donation if we could arrange to give him around \$5,000.00 (Five Thousand Dollars) through our Benevolence Fund to help him with some special needs. He explained further that the money would come from a relative who would like to tithe on the profits from a property sale and, at the same time include something to help him. He thought the donation would be about

\$20,000.00 or perhaps more. I explained to him that while we would like for him to receive a gift for special needs, this would not be a proper procedure for the church. I understand he approached several other pastors with a similar proposal. He discontinued his attendance at our church after Pastor Hill, who is the present Pastor of Trinity turned down his proposal.

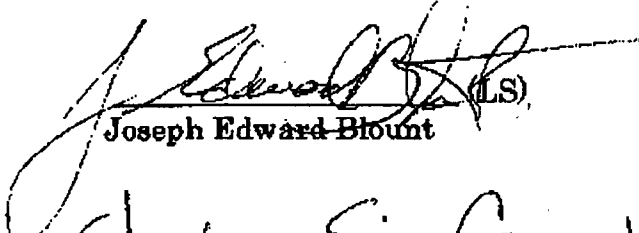
I was shocked last December and surprised when Eddie Bridwell identified himself on the phone as a cousin of Gordon's, as Gordon had never mentioned him to me. He was calling to let me know of his death following a heart attack which hospitalized him for about two weeks. From the hospital I understand he was transferred to Eddie's residence. He died in his sleep and the memorial service was held at Glad Tidings Assembly in Greer, South Carolina on December 19, 2009.

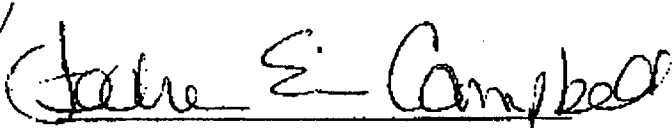
The service was conducted by Pastor Nick Vlahos, who was Gordon's last pastor, whom he liked very much. I called Pastor Ellen Harris the morning of the memorial service to be sure she was aware of his death.

At the close of the service I proceeded to greet and comfort Eddie Bridwell. He was responding to a small group surrounding him. I heard him say he had Gordon's will and would be presenting his will to Probate Court. After that statement Pastor Ellen Harris informed Eddie that she had knowledge of a

another will. She stated they could discuss this when they went to Probate Court.

I Affirm this Affidavit is true and accurate to the best of my knowledge.


(LS)
Joseph Edward Blount


Notary for the State of South Carolina

My Commission Expires

07.17.2013

AFFIDAVIT

EXHIBIT NO: 4

PAGE 1 OF 8

MY NAME IS JAMES R. HARRIS, SR. I RESIDE AT 44 CUNNINGHAM CIRCLE, TAYLORS, SOUTH CAROLINA WITH MY WIFE OF 55 YEARS, MARY ELLEN HARRIS. MY PHONE NUMBER IS: 864-244-9735.

THIS AFFIDAVIT IS IN RESPONSE TO THE COMPLAINT RAYMOND EDDIE BRIDWELL. FILED IN COURT REGARDING THE PROPERTY OF GORDON W. BRIDWELL, JR., LOCATED AT 709 EDWARDS MILL ROAD, TAYLORS, SOUTH CAROLINA. 29687.

IT IS MY BELIEF THAT IT WAS THE FINAL WISH OF GORDON BRIDWELL TO DEED HIS PROPERTY TO LIFE AND HOPE ASSEMBLY OF GOD.

HIS PASTOR REVEREND JOSEPH EDWARD BLOUNT, PASTOR OF TRINITY ASSEMBLY REFERRED GORDON BRIDWELL TO US. REGARDING A PROBLEM GORDON HAD WITH A LIEN THE STATE HAD PLACE AGAINST HIS PROPERTY FOR HIS MOTHER'S MEDICAL BILLS,

MY WIFE AND I MET GORDON AT OUR CHURCH. GORDON SHOWED US THE PAPERS FROM THE STATE OF SOUTH CAROLINA, WHICH INDICATED A LIEN OF \$93,000.00 THOUSAND DOLLARS HAD BEEN PLACED AGAINST THE PROPERTY FOR HIS MOTHER'S MEDICAL EXPENSES.

GORDON WAS DEVASTATED THAT THIS WOULD CAUSE HIM TO BECOME

HOMELESS. THAT HE WOULD HAVE TO LEAVE THE PLACE HE HAD LIVED SINCE HIS CHILDHOOD.

HE SHOWED MY WIFE THE PAPERS FROM THE STATE. AFTER MY WIFE READ THE PAPERS SHE TOLD GORDON SHE WOULD MAKE SOME PHONE CALLS AND GET BACK IN TOUCH WITH HIM.

GORDON HAD A LOT OF ANGER AGAINST ATTORNEYS. GORDON TOLD US ABOUT GOING TO THREE ATTORNEYS AND THEY WANTED \$10,000.00, \$12,000.00 OR \$15,000.00.

HE SAID THAT WHEN HE TOLD THEM HE DIDN'T HAVE THAT KIND OF MONEY THEY ALL TOLD HIM TO GO BORROW THE MONEY ON THE PROPERTY TO PAY THEM. GORDON TOLD US HIS DISABILITY CHECK WAS ONLY \$560.00 A MONTH, AND IF HE GOT A LOAN HE WOULD NOT BE ABLE TO MAKE THE MONTHLY PAYMENTS AND THE ATTORNEYS WOULD END UP WITH HIS PROPERTY.

MY WIFE TOLD GORDON THAT A LOT OF HIS THOUGHTS WAS HIS OWN FEAR CREATED BY THE FACT THAT HE MIGHT LOSE HIS PROPERTY. SHE TOLD HIM SHE DIDN'T BELIEVE THE ATTORNEYS WERE TRYING TO STEAL HIS PROPERTY BUT WERE HONEST WITH HIM WHEN THEY GAVE HIM THE AMOUNT IT WOULD COST TO HANDLE HIS CASE. SHE TALKED WITH HIM ABOUT FORGIVENESS AND READ SCRIPTURE TO HIM. WE HAD PRAYER WITH HIM.

HE WANTED TO KNOW RIGHT THEN IF MY WIFE COULD SAVE HIS HOME PLACE.

MY WIFE TOLD HIM SHE WOULD HAVE TO CHECK THINGS OUT. I TRIED TO CALM HIM BY TELLING HIM THAT MY WIFE WOULD NOT STOP UNTIL SHE COULD HELP HIM OR FIND SOMEONE WHO COULD HELP HIM. HE SEEMED TO FEEL BETTER WHEN HE LEFT.

GORDON STARTED COMING TO THE CHURCH REGULAR. HE CAME VERY OFTEN TO OUR HOME DURING THE WEEK. I WAS ALWAYS WORKING OUTSIDE, OR BUSY IN MY HOBBY SHOP. HE TOLD ME HE NEEDED A FRIEND. HE TALKED TO ME A LOT. SOMETIMES I WOULD MAKE LUNCH FOR US OR WE WOULD GO OUT AND PICK UP A HAMBURGER. GORDON TALKED A LOT ABOUT BEING LONELY AND NOT HAVE A FAMILY WHO CARED FOR HIM AND HOW THANKFUL HE WAS FOR HIS CHURCH FAMILY. I WENT TO HIS PLACE AND WE WALKED THROUGH THE WOODS. HE TOLD ME HIS DAD BROUGHT THE PROPERTY WHEN HE WAS SEVEN YEARS OLD, AND ABOUT HIS DADDY AND HOW HE HELPED HIM BUILD THE HOUSE HE LIVED IN. HE SHOWED ME THE FLOWERS AND BUSHES HIS MOTHER HAD PLANTED. HE HAD A LOT OF CHILDHOOD MEMORIES.

ONE DAY WHEN GORDON CAME OVER HE TOLD ME HIS COUSIN EDDIE HAD SUDDENLY POPPED IN TO SEE HIM. I TOLD GORDON I WAS SURPRISED TO HEAR THAT HE HAD A COUSIN. GORDON TOLD ME ABOUT SOME PROBLEMS WHICH LEFT HIM OUTSIDE THE FAMILY AND HIS FAMILY NEVER CAME TO SEE HIM OR HELP HIM. HE WAS SURPRISED THAT EDDIE WAS WILLING TO BUY HIM

A CAR. GORDON TOLD ME EDDIE HAD SOLD SOME PROPERTY AND WOULD BE IN A HIGHER INCOME BRACKET AND HE NEEDED TO DONATE A LARGE SUM OF MONEY ABOUT \$20,000.00 TO THE PASTOR OF A CHURCH. EDDIE WANTED A RECEIPT FOR THE \$20,000.00 AND THEN WANTED THE PASTOR TO RETURN \$5,000.00 BACK TO HIM. GORDON STATED THE MONEY THE PASTOR RETURNED TO EDDIE WOULD BE USED TO BUY HIM (GORDON) A CAR. I TOLD GORDON THAT WOULD BE FALSE AND WOULD BE FRAUD AND WE WOULD NOT DO ANYTHING LIKE THAT. GORDON AND I WENT INSIDE THE HOUSE AND GORDON TOLD MY WIFE, REV. HARRIS THE SAME THING. SHE TOLD GORDON THAT WOULD BE WRONG AND HE SHOULD BE CAREFUL, AND NOT BE INVOLVED IN ANYTHING LIKE THAT. GORDON SEEMED TO BE UPSET AND STATED HE REALLY NEEDED ANOTHER CAR. I HAVE RECENTLY FOUND OUT GORDON WENT TO SEVERAL OTHER PASTORS IN THE AREA WITH THE SAME REQUEST. I REMEMBER THAT GORDON DID GET ANOTHER CAR. HE SAID EDDIE HAD HELPED HIM GET THE CAR. WE DID NOT QUESTION GORDON. A VERY SHORT TIME GORDON BECAME UNHAPPY WITH THE CAR. HE STATED THE CAR WAS A FOREIGN PIECE OF JUNK AND WAS NO BETTER THAN HIS OLD CAR. BUT HE WAS VERY UNHAPPY WITH THE CAR. GORDON STATED THAT AT LEAST HE HAD THE TOOLS TO WORK ON HIS OLD CAR BUT NONE OF HIS TOOLS WOULD FIT THE PIECE OF JUNK EDDIE HAD BOUGHT. HE TOLD US HE EDDIE HAD PRESSURED HIM TRICKED HIM INTO DOING THINGS HE DIDN'T

WANT TO DO.

I KNOW GORDON HAD PROBLEMS WITH THE CAR AS MY WIFE AND I HAD AT TIMES GONE TO PICK HIM UP WHEN THE CAR STOPPED ON HIM

THE DAY CAME WHEN MY WIFE RECEIVED A LETTER FROM THE STATE WHICH STATED THE LIEN AGAINST GORDON'S PROPERTY HAD BEEN WAIVED.

GORDON WAS VERY EXCITED. HE RECEIVED A LETTER FROM THE STATE AT A LATER DATE INFORMING HIM THE LIEN HAD BEEN WAVED.

MY WIFE AND I WERE WITH GORDON WHEN HE WENT TO PROBATE COURT TO SETTLE HIS CASE. AFTERWARDS WE WENT OUT TO EAT. WHILE WE WERE EATING GORDON ASKED MY WIFE IS SHE WOULD DO A WILL FOR HIM AS HE WANTED TO LEAVE HIS PROPERTY TO THE CHURCH, LIFE AND HOPE ASSEMBLY BECAUSE MY WIFE HAD SAVED HIS PROPERTY. MY WIFE TOLD

GORDON THAT SHE COULD NOT MAKE HIS WILL AS THAT WOULD BE A CONFLICT OF INTEREST AND THAT SHE DID NOT MAKE WILLS, SHE TOLD HIM HE WOULD NEED TO SEE AN ATTORNEY TO MAKE A WILL. GORDON GOT UPSET WITH HER AND REMINDED HER HE BELIEVED THE ATTORNEYS TRIED TO STEAL HIS PROPERTY. MY WIFE REMINDED GORDON OF THE DAY WE HAD PRAYED WITH HIM TO LET THAT ANGER GO. SHE TOLD HIM ATTORNEYS ARE NEEDED IN THIS WORLD.

I AM VERY UNHAPPY WITH THE ACCUSATIONS IN THE COMPLAINT ABOUT MY

WIFE AND HER UNDUE INFLUENCE ON GORDON. THESE REMARKS ARE INJURIOUS AND TO ME ARE VERY SLANDEROUS. OTHER THAN THE TIME MY WIFE AND I MET GORDON AT THE CHURCH AND THE TRIPS TO COLUMBIA TO HELP GORDON WITH HIS PROBLEM MY WIFE WAS SELDOM AROUND GORDON. AS I STATED EARLIER GORDON CAME TO THE HOUSE A LOT BUT MY WIFE WAS BUSY INSIDE OR GONE ON APPOINTMENTS. AT THE END OF THE MONTH WHEN WE KNEW GORDON WAS RUNNING LOW ON GROCERIES MY WIFE AND I WENT TO GORDON'S HOME TOGETHER AND TOOK FOOD TO HIM. ANOTHER PROBLEM CAME UP THIS PAST FRIDAY, APRIL 23, 2010. MY WIFE CALLED THE ATTORNEY AND REQUESTED AN APPOINTMENT WITH HIM ON MONDAY APRIL 26, 2010 PRIOR TO HER FILING THE ANSWERS TO HIS COMPLAINT. MY WIFE HAD THE SPEAKER PHONE ON AND IT WAS ALL I COULD DO TO KEEP MY MOUTH SHUT. THE ATTORNEY WAS VERY RUDE AND STATED THAT HE DID NOT NEED ANYTHING FROM MY WIFE THAT SHE WAS NOTHING SHE CLAIMED TO BE AND THAT THERE WAS NO SUCH CHURCH SHE CLAIMED TO HAVE. WHEN SHE TOLD HIM SHE HAD THE DOCUMENTS TO PROVE THE CHURCH IS RECOGNIZED BY THE STATE HE LAUGHED AT HER. HE STATED HE WAS PULLING IT UP ON THE COMPUTER AND THAT WAS NO SUCH CHURCH. HE STATED HE WOULD BE LOOKING FORWARD TO SEEING HER FALSE AND MADE UP DOCUMENTS. WHEN MY WIFE TOLD THE ATTORNEY ABOUT RAYMOND BRIDWELL HARASSING THE SPANISH PASTOR, THE ATTORNEY

STATED HE WAS GOING TO GET THAT LITTLE OLD SPANISH PASTOR IN A ROOM AND GET HIS AFFIDAVIT TO PROVE MY WIFE WAS NOT TELLING THE TRUTH. THE ATTORNEY'S ACTIONS AND REMARKS WERE ACCUSATORY AND NOT PROFESSIONAL. WHEN MY WIFE TOLD HIM SHE THOUGHT HE WOULD BE SURPRISED WITH THE INFORMATION SHE HAD, HE LAUGHED AT HER AND TOLD HER AGAIN HE WAS LOOKING FORWARD TO HER FALSE AND FAKE INFORMATION. HE ALSO TOLD HER THAT SHE HAD BETTER NOT SHOW UP IN COURT WITHOUT AN ATTORNEY BECAUSE SHE COULD NOT REPRESENT THE CHURCH. IN GORDON BRIDWELL'S WARRANTY DEED OF TRUST ON PAGE 2, PARAGRAPH 7, IN THE PLAINTIFF'S COMPLAINT AND SHOWN AS EXHIBIT A, READS AS FOLLOWS: (SHOULD ANY INDIVIDUAL HEREIN DISAGREE OR HAVE A DISPUTE WITH MY DECISION OR HIRE AN ATTORNEY FOR THEIR SHARE, OR INTERFERED WITH MY DECISION IN ANY MANNER, THEIR PART SHALL BE DISSOLVED AS NOT HAVING BEEN GRANTED ANY PART THEREOF). RAYMOND EDDIE BRIDWELL HAS STATED HE HIRED AN ATTORNEY TO PRESSURE US INTO GETTING AN ATTORNEY. SO WE WOULD HAVE TO GET AN ATTORNEY. AND THAT BY DOING THIS, IT WOULD PUT US IN THE SAME PLAYING FIELD WITH HIM

YOUR HONOR THIS HAS BEEN VERY HARD FOR ME, AND MY WIFE. I AM A 100% DISABLE WORLD WAR II VETERAN WITH A PURPLE HEART, 5 BRONZE STARS

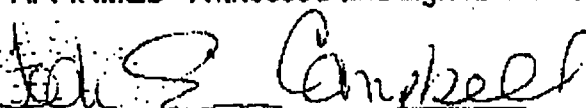
AND OTHER METALS I AM A LIFE TIME MEMBER OF AMERICAN LEGION POST #3 IN GREENVILLE, AND A LIFE TIME MEMBER OF THE VETERANS OF FOREIGN WAR. I AM ALSO A MEMBER OF THE WADE HAMPTON MASONIC LODGE. MY WIFE AND I HAVE BEEN IN PASTORAL WORK FOR 47 YEARS. WE HAVE BEEN AT THE SAME CHURCH IN TAYLORS FOR 37 YEARS. WE ORGANIZED A HISPANIC CHURCH IN MARCH 2003. DUE TO OUR AGE AND MY HEALTH PROBLEMS WE ARE NOW SENIOR PASTORS AT THE SAME CHURCH. WE HAVE SPENT OUR LIFE TRYING TO HELP PEOPLE, AS WE HELP GORDON BRIDWELL. WE DIDN'T ASK GORDON BRIDWELL FOR ANYTHING. THE TRUST HE MADE TO DEED THE PROPERTY TO THE CHURCH WAS FROM A HEART OF THANKFULNESS THAT HE WOULD BE ABLE TO LIVE IN HIS CHILDHOOD HOME UNTIL HIS DEATH.

I, JAMES R. HARRIS, SR. AFFIRM THIS AFFIDAVIT IS A CORRECT AND TRUTHFUL STATEMENT

April 25, 2008


JAMES R. HARRIS, SR.

AFFIRMED Witnessed and signed before me this 25 day of April 2008


NOTARY FOR SOUTH CAROLINA

My Commission Expires Jan. 17, 2013



EXHIBIT NO: 5

PAGE 1 OF 2

State of South Carolina
Department of Health and Human Services

Mark Sanford
Governor

Robert M. Kerr
Director

June 1, 2004

CERTIFIED MAIL

Mr. Gordon W. Bridwell, Jr.
Personal Representative
709 Edwards Mill Road
Taylors, SC 29687

Re: Estate of: Vera Bridwell
Case No: 2004-ES-23-00169
Claim Amount: \$93,241.94

Dear Mr. Bridwell:

As required by federal law, the State of South Carolina enacted legislation to implement the Medicaid Estate Recovery Program. This legislation was effective July 1, 1994, and it states that at the time of a Medicaid recipient's death, a claim will be filed against the estate to recover Medicaid expenditures. Only expenditures from July 1, 1994, until the time of the recipient's death will be included in Medicaid's claim.

Estate recovery may be waived in its entirety if the recovery would create an undue hardship for a family member: a wife, husband, brother, sister, son, daughter, or dependent, disabled, blind or minor child.

Hardship Provisions are found in the enclosed copy of the law (C)(1). If you wish to request a waiver of the Medicaid claim under any of the categories in the law, please provide the name of the family member who is residing in the home and their relationship to the deceased Medicaid recipient. All criteria under the category must be met in order to qualify for a waiver. Further instructions on how to request a waiver are attached to the law.

Your request for an undue hardship waiver must be submitted to our office, in writing, within 45 days of the date of this notice. In the event your request for a waiver is denied, you will be advised of your right to appeal our decision. Your written request should be mailed to Estate Recovery Waiver Request, Third Party Liability, Post Office Box 100127, Columbia, South Carolina 29202-9146.

Enclosed is a Creditor's Claim for the amount due to the Department of Health and Human Services for medical expenditures beginning July 1, 1994. Also enclosed is an itemized listing of those medical expenditures. To date, the claim amount is \$93,241.94. Please be advised that medical providers have one year from the date of service to bill Medicaid; therefore, the claim amount is subject to increase as more claims are filed by medical providers and subsequently paid by Medicaid. This amount may also decrease if there is private health insurance which will cover any of these claims.

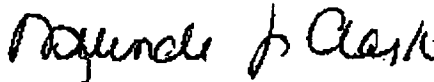
Mr. Gordon W. Bridwell, Jr.
June 1, 2004
Page 2 of 2

Upon completion of the Inventory and Appraisement Form (this form is obtained from the Probate Court), please forward a copy to our office, unless you are satisfying our claim in full upon receipt of this letter.

If you are not requesting an undue hardship waiver, please remit your payment, in accordance with probate law, and return one copy of this letter with your payment, using the enclosed postage free envelope. Please make your check payable to the Department of Health and Human Services in the amount of \$93,241.94.

If you have any questions, you may contact my assistant, Peggy Scott, at (803) 898-2932 or me.

Sincerely,



Melinda J. Clark
Program Coordinator II
Estate Recovery Department

MJC/ps

Enclosure(s)

Conflict Resolutions of The Car 125

P. O. Box 1133 - Taylors, South Carolina 29887

Mary Ellen Harris Certified Civil / Family Court Mediator

Phone (864) 268-3430



Fax (864) 244-3929

Object = Win + Win

July 12, 2004

State of South Carolina
Third Party Liability
Estate Recovery Request
P.O. Box 100127
Columbia, South Carolina 29202-9146

EXHIBIT NO: 6

PAGE 1 OF 1

Attention: Melinda J. Clark
Program Coordinator II
State recovery Department

Re: Gordon W. Bridwell, Jr.
Personal Representative
709 Edwards Mill Road
Taylors, South Carolina 29687

Re: Estate of: Vera Bridwell
Claim No: 2004-RS-23-00169
Claim Amount: \$93, 241.94

Dear Ms. Clark:

I am writing you concerning the above individual, Gordon W. Bridwell, Jr. requesting the state recovery for the above stated amount be waived in its entirety as it would create a an undue hardship on the disabled son who currently lives in the home. His only income is a monthly disability check in the amount of \$560. per month. I'm concerned he would become homeless if the total amount is not waived.

I am enclosing the completed required forms. Should you need additional information, please do not hesitate to contact me.

Sincerely,

Mary Ellen Harris

MEH:sb

Mediation is the Door of Opportunity to Resolve Disputes for Overburdened Court Dockets and Judicial Systems



State of South Carolina

Department of Health and Human Services

Mark Sanford
Governor

EXHIBIT NO: Robert M. Kerr
 Director
PAGE 1 OF 2

August 11, 2004

Mary Ellen Harris
P.O. Box 1133
Tailors, SC 29615

Re: Estate Recover For: Mr. Gordon W. Bridwell, Jr. Personal Representative
709 Edwards Mill Road,
Tailors, SC 29687

Waive Request

Re: Estate of: Vera Bridwell
Case No: 2004-ES-23-00169
Claim Amount: \$93,241.94

Dear Mrs. Harris

We have received your letter and the form for the above Personal Representative regarding the Medicaid Estate Recovery Program, and your request for a Hardship Provision for Mr. Gordon W. Bridwell, Jr.

Based on the Federal Law (a), (c), and the information you have provided indicates Mr. Bridwell is the disabled son of the deceased and that the recovery for the Estate of Vera Bridwell in the amount of \$93,241.94 would create an undue hard ship for Mr. Bridwell, Jr

Division of Accountability and Collection
P.O. Box 100172-Columbia, South Carolina 29202-3127
(803) 898-2932 * Fax (803) 255-8225

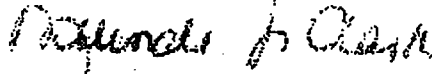
Mary Ellen Harris
Waiver Request
For: Gordon W. Bridwell, Jr.
Re: Estate of Vera Bridwell
August 2004
Page 2 of 2

With the information you have provided to the Estate Recovery Department for Gordon W. Bridwell, Jr., the total amount of \$93,241.94 has been waived.

A letter will be sent to Mr. Bridwell, and to the Greenville County Probate Court.

Your help in completing the forms for Mr. Bridwell is appreciated.

Sincerely



Melinda J. Clark
Program Coordinator II
Estate Recovery Department

MIC/ps



State of South Carolina
Department of Health and Human Services

Mark Sanford
Governor

Robert M. Kerr
Director

EXHIBIT NO: 8

PAGE 1 OF 1

October 21, 2004

Mr. Gordon W. Bridwell, Jr.
Personal Representative
709 Edwards Mill Road
Taylors, SC 29687

Re: Estate of: Vera Bridwell
Case No: 2004-ES-23-00169

Dear Mr. Bridwell:

Thank you for providing us with documentation to support your request for a waiver of the Medicaid Estate Recovery claim in the amount of \$93,241.94.

We find that you have met the criteria necessary to grant a waiver of our claim. Therefore, by copy of this letter, we will be withdrawing our claim from the Greenville County Probate Court and subsequently, closing our file.

Sincerely,

Melinda J. Clark
Program Coordinator II
Estate Recovery Department

MJC/ps

CC: Greenville County Probate Court

AFFIDAVIT

EXHIBIT NO: 1

PAGE 1 OF 3

My name is Mary Ellen Harris. I reside with my husband, Reverend James R. Harris, Sr., at 44 Cunningham Circle, Taylors, South Carolina. My phone number is 864-244-9735. This Affidavit is regarding a Complaint filed by Raymond Eddie Bridwell in the Court of Common Pleas, wherein he is making claim to the property of Gordon W. Bridwell, Jr.

I have factual information which I believe should be submitted to this Honorable Court of Deceitful and fraudulent acts of Raymond Eddie Bridwell, as told to me by Raymond Eddie Bridwell himself.

The first time I met Raymond Eddie Bridwell was at the Memorial service for Gordon W. Bridwell, Jr. After the service I went to meet Eddie. There were several people standing around. Eddie looked at me and was very quick to tell me that he had Gordon's will. At that time I told Eddie that Gordon had made another will or trust and that I would be happy to meet with him at a later date. We exchanged phone number.

1. It is a known fact by several pastors in the Greenville area that Raymond Eddie Bridwell was not involved in the life of Gordon W. Bridwell, until the later part of Gordon's life when he wanted to buy Gordon a car.

2. His first involvement was to buy Gordon a another car based on persuading Gordon to do a fraudulent act. Gordon asked me, my husband and several pastors in the Greenville area and in Columbia, S.C. to accept a large sum of money from his cousin and then return \$5,000.00 to his cousin to buy him a new car., Rev. Joseph Edward Blount, Greenville, S.C., his Affidavit is attached. Rev. _____, Greenville, S.C., Rev. _____ Easley, S.C. and Rev. _____ Columbia, S.C. (Names withheld for privacy reason) but are available.

3. One of the pastors accepted the offer. Eddie did buy Gordon another car. Gordon was very unhappy with the car and stated the car was no better than the old car he had. Gordon called it a foreign piece of junk. My husband and I had to go several times to pick Gordon up as the car stopped in the middle of the road. Gordon was very upset and stated that Eddie had play a trick on him and he should

have known he only came around with his tricks as he had done in the past. I have knowledge of the pastor who accepted Eddie's offer.

5. In January Eddie called me. As we were talking I asked Eddie if Pastor _____ had accepted his offer for the money he wanted to donate and then use the money to buy Gordon a car. Eddie seemed to be surprised that I knew about the offer. He quickly stated in front of other witnesses, no, it was not Pastor _____ it was Pastor _____. The pastor whom Eddie told me accepted his offer has severe Alzheimer's disease and is at the present not expected to live.

6. On the same day Eddie gave me the above information he also stated that he had to pressure Gordon into making a will and that he had Gordon to go to his attorney who lived down the street from him (Eddie) to make the will. Eddie said, "I had to do everything, I finally had to offer to buy him a car.

7. Eddie also stated to me that he had understood that Gordon had willed his property to some little old church with a woman pastor. I don't believe Eddie knew I was the pastor of the church he was talking about. He only knew me as the individual who had helped Gordon with the problem with the state.

8. From the statement Eddie made to me and in front of other witnesses I believe Eddie pressured Gordon into making a will by using and causing an elderly man who was in need of better transportation to commit false and fraudulent acts by money being accepted by a pastor. This was done to prevent Eddie from paying a large payment to IRS.

8. Other than the offer to accept the large sum of money My only knowledge of Eddie's actions is by my conversation with him and his admission to the acts.

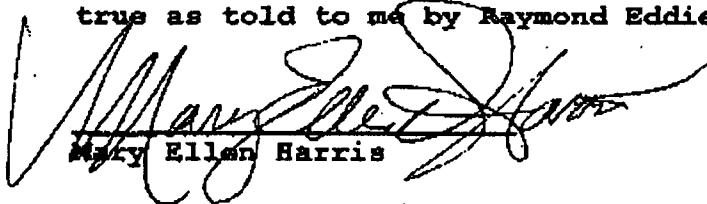
9. Eddie also told me that he had tried to get Gordon to sign the title to his car and give the car to him. Eddie told me that he couldn't get Gordon to do that, so he took the title to Gordon's car from Gordon's home. He further stated that on the day Gordon died and as soon as his sister told him Gordon was dead he signed Gordon's name on the title and took the title to the DMV office and

transferred the car to himself. Eddie asked me if that could get him into any trouble. I told him that was a fraudulent act and could put him in jail. Eddie later told me he was going to sell the car and not include the car in the Probate Court as Gordon's assets as the car did not belong to Gordon since he put the car was in his name.

I know that after Eddie became involved with Gordon he seemed to be more guarded and nervous.

I only know what Eddie told me and I believe what Raymond Eddie Bridwell told me is true. His false and fraudulent acts can be followed and verified.

I Affirm that all the information I have quoted here is true as told to me by Raymond Eddie Bridwell himself.


Mary Ellen Harris


Notary for South Carolina

My Commission expires

Jan. 17, 2013

April 25, 2010

STATE OF SOUTH CAROLINA

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE

The Estate of Gordon W. Bridwell, Jr. by
Raymond Eddie Bridwell, Personal

Representative,

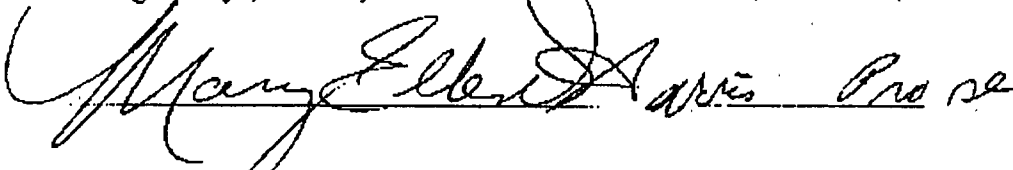
Plaintiff,

CERTIFICATE OF
DELIVERY

vs.

Life and Hope Assembly of God, Mary
Ellen Harris, and John Doe, Representing,
unknown persons claiming to Life and
Hope Assembly of God.

I, MARY ELLEN HARRIS, PASTOR OF LIFE AND HOPE ASSEMBLY OF GOD
hereby certify in the above referenced COMPLAINT and as requested did this 22nd day
of April, 2010 deliver the following copies: THE ANSWER/COUNTERCLAIM,
MOTION TO DENY LES PENDEED AND MOTION TO DISMISS, to the office of
George Lafaye, Attorney, located at: 101 Whitsett Street, Greenville, S.C. 29601.

A handwritten signature in cursive script that reads "Mary Ellen Harris Pro se". The signature is written over a horizontal line.

LIFE AND HOPE ASSEMBLY OF GOD/MARY ELLEN HARRIS, PASTOR
1325 Brushy Creek Rd, Taylors, S.C. 29687, P.O. Box 26431 Greenville, S.C.
29615

April 26, 2010
Greenville, South Carolina

IN THE CIRCUIT COURT
The Estate of Gordon W. Bridwell, Jr.
By Raymond and Eddie Bridwell

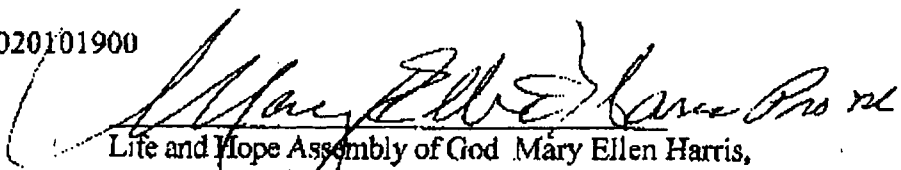
MOTION TO DENY
LIS PENDENS

Life and Hope Assembly of God, Mary
Ellen Harris,
and John Doe, Representing, unknown
persons
claiming to Life and Hope Assembly of
God.

NOTICE IS HEREBY GIVEN THAT A REQUEST TO DENY THE ACTION WHICH is now
pending in the Circuit Court for Greenville County, South Carolina to quiet the title and void a
purported deed to the property containing 3.2 acres with improvements at 709 Edwards Mill Rd:

All that certain triangular lot of land Township in Greenville
County, State of South Carolina, being shown as the rear portion of
Lots No 3, 4, 5, 6, and 7 on plat of Section No. 2 Edwards Forest,
recorded in Plat Book RR at Page 21 and having the metes and
bounds in said Plat

TMS# 029020101900


Life and Hope Assembly of God Mary Ellen Harris,
1325 Brushy Creek Rd. Taylors, SC 29687
P.O. Box 26431, Greenville, S.C. 29615

April 26, 2010

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

IN THE CIRCUIT COURT

CASE NO: 2010-CP-23-2382

The Estate of Gordon W. Bridwell, }
Jr. by: Raymond Eddie Bridwell }
By }
Representative }
Plaintiff }

ANSWER

MOTION TO DENY
AND
DISMISS

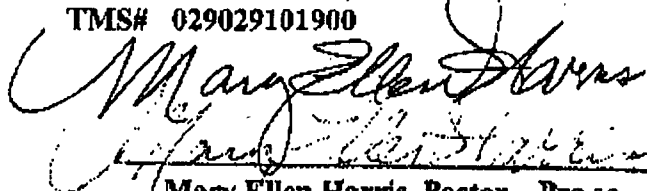
vs. }

Life and Hope Assembly of God }
Mary Ellen Harris, Pastor }
Representing Life and Hope }
Assembly of God }

COMES NOW THE DEFENDANT'S, NOTICE IS HEREBY GIVEN BY REQUEST TO DENY AND DISMISS THE ACTION OF Plaintiff's Counsel IN THE ABOVE CAPTIONED CASE, which now is pending in the Circuit Court for Greenville County, South Carolina to quiet the title and void a purported deed to the property containing 3.2 acres with improvements at 709 Edwards Mill Road. FACTA WILL PROVE the property has been duly transferred and properly filed as a Warranty-Deed-Grant of Life Estate, as the final wish by the deceased, Gordon W. Bridwell, Jr. to Life and Hope Assembly of God. Recorded on 01/05/10 in Deed Book 2366, Pages 4902-4905, Greenville County SC, #2010000485. Copy Attached.

All that certain triangular lot of land Township in Greenville County, State of South Carolina, being shown as the rear portion of Lots No.3,4,5,6, and 7 on plat of Section No.2 Edwards Forest, 709 Edwards Mill Road, Taylors, S.C. 29687.

TMS# 029029101900



Mary Ellen Harris, Pastor - Pro se
Life and Hope Assembly of God
1325 Brushy Creek Road
Taylors, S.C. 29687
P.O. Box 26431
Greenville, S.C. 29616
Phone: 864-241-3001

George W. Lafaye, IV
Attorney for Plaintiff
P.O. Box 3644
Greenville, S.C. 29609

RECORDED IN BOOK D15 PAGE 006

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

IN THE CIRCUIT COURT

CASE NO: 2010-CP-23-2382

The Estate of Gordon W. Bridwell, }
Jr. by: Raymond Eddie Bridwell }
By }
Representative }

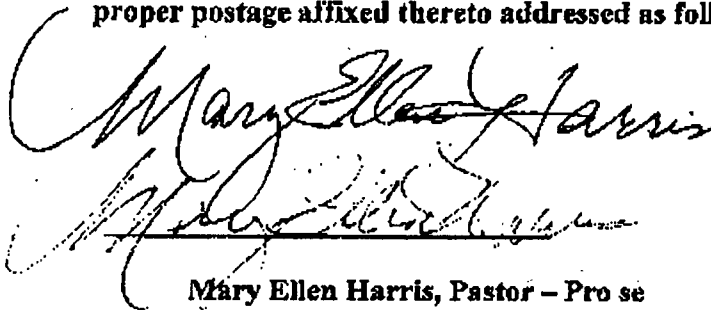
CERTIFICATE
OF MAIL
LIS PENDENS

Plaintiff }

vs. }

Life and Hope Assembly of God }
Mary Ellen Harris, Pastor }
Representing Life and Hope }
Assembly of God }

Mary Ellen Harris, hereby certify that a true and certified copy of Defendant's Notice to Deny and to Dismiss Plaintiff's request by Counsel to quiet the title of the estate of Gordon W. Bridwell, Jr by placing a copy in the United States mail with proper postage affixed thereto addressed as follows:



George W. Lafaye, IV
Attorney for Plaintiff
P.O. Box 3644
Greenville, S.C. 29609

Mary Ellen Harris, Pastor - Pro se
Life and Hope Assembly of God
1325 Brushy Creek Road
Taylors, S.C. 29687
P.O. Box 26431
Greenville, S.C. 29616
Phone: 864-241-3001

April 26, 2010
Greenville, S.C.

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

IN THE CIRCUIT COURT

CASE NO: 2010-CP-23-2382

The Estate of Gordon W. Bridwell, }
Jr. by: Raymond Eddie Bridwell }
By }
Representative }

ANSWER

COUNTERCLAIM

Plaintiff }

REQUEST TO DISMISS

vs. }

Life and Hope Assembly of God }
Mary Ellen Harris, Pastor }
Representing Life and Hope }
Assembly of God }

*Certificate
of
Mailing*

I, Mary Ellen Harris, Pastor of Life and Hope Assembly of God certify that a true and certified copy of Defendant's ANSWER, COUNTERCLAIM and request to DISMISS in the above captioned case was served on Council for the Plaintiff by placing a copy of same in the United States mail with proper postage affixed thereto and addressed as follows:

George W. Lafaye, IV
Attorney for Plaintiff
P.O. Box 3644
Greenville, S.C. 29609



Mary Ellen Harris, Pastor - Pro se
Life and Hope Assembly of God
1325 Brushy Creek Road
Taylors, S.C. 29687
P.O. Box 26431
Greenville, S.C. 29616
Phone: 864-241-3001

April 26, 2010
Greenville, S.C.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

Thirteenth JUDICIAL CIRCUIT

COUNTY OF GREENVILLE

CASE NO.: 2010 -CP-23-2382

The Estate of Gordon W. Bridwell, Jr.
By Romand Edw. Bridwell, Personal

Plaintiff,

MOTION AND ORDER INFORMATION
2010 APR 26 FORM 32D COVERSHEET

vs.
Life and Hope Assembly God Mary
Ellen Harris, John Doe Representing
Persons unknown Plaintiff
Life & Hope Assembly of God Defendant.

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
CLERK'S OFFICE

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax: _____ E-mail: _____ Other: _____	Defendant's Attorney: <i>Mary Ellen Harris</i> _____, Bar No. _____ Address: <i>P.O. Box 24431</i> <i>Greenville SC 29615</i> Phone: _____ Fax: <i>None: 864-244-9735</i> 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)																	
SECTION I: Hearing Information																	
Nature of Motion: <i>Dismiss</i> Estimated Time Needed: <i>15 min</i> Court Reporter Needed: ☒ YES / ☐ NO																	
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.																	
<i>Mary Ellen Harris</i> Signature of Attorney for ☐ Plaintiff / ☒ Defendant <i>4-26-10</i> Date submitted																	
SECTION III: Motion Fee																	
☐ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) <table style="width: 100%; margin-top: 5px;"> <tr> <td>☐ Rule to Show Cause in Child or Spousal Support</td> <td>☐ State Agency v. Indigent Party</td> </tr> <tr> <td>☐ Domestic Abuse or Abuse and Neglect</td> <td>☐ Post-Conviction Relief</td> </tr> <tr> <td>☐ Indigent Status</td> <td>☐ Motion for Stay in Bankruptcy</td> </tr> <tr> <td>☐ Sexually Violent Predator Act</td> <td>☐ Motion for Publication</td> </tr> <tr> <td>☐ Motion for Execution (Rule 69, SCRCP)</td> <td>☐ Proposed order submitted at request of the court; or,</td> </tr> <tr> <td colspan="2">reduced to writing from motion made in open court per judge's instructions</td> </tr> <tr> <td colspan="2">Name of Court Reporter: _____</td> </tr> <tr> <td colspan="2">☐ Other: _____</td> </tr> </table>		☐ Rule to Show Cause in Child or Spousal Support	☐ State Agency v. Indigent Party	☐ Domestic Abuse or Abuse and Neglect	☐ Post-Conviction Relief	☐ Indigent Status	☐ Motion for Stay in Bankruptcy	☐ Sexually Violent Predator Act	☐ Motion for Publication	☐ Motion for Execution (Rule 69, SCRCP)	☐ Proposed order submitted at request of the court; or,	reduced to writing from motion made in open court per judge's instructions		Name of Court Reporter: _____		☐ Other: _____	
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☐ Domestic Abuse or Abuse and Neglect	☐ Post-Conviction Relief																
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☐ Sexually Violent Predator Act	☐ Motion for Publication																
☐ Motion for Execution (Rule 69, SCRCP)	☐ Proposed order submitted at request of the court; or,																
reduced to writing from motion made in open court per judge's instructions																	
Name of Court Reporter: _____																	
☐ Other: _____																	
JUDGE'S SECTION																	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____																
CLERK'S VERIFICATION																	
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____																	

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO: 2010-CP-23-2382

FILED MAY 24 PM 12: 24

The Estate of Gordon W. Bridwell, Jr)
By Raymond Eddie Bridwell)
Personal Representative)

COUNTERCLAIM

Plaintiff,)

vs.)

Life and Hope Assembly of God)
Mary Ellen Harris, and John Doe)
Representing, unknown persons)
Claiming to Life and Hope)
Assembly of God)

COMES NOW THE DEFENDANT'S, Life and Hope Assembly of God, with Reverend Mary Ellen Harris, Pastor of Life and Hope Assembly of God Church to present to this Honorable Court a Counterclaim in the above captioned case as follows:

FIRST DEFENSE

I

1. The caption as stated above is in error in stating: John Doe representing, unknown persons, claiming to Life and Hope Assembly of God. And should more correctly read as: Life and Hope Assembly of God, Mary Ellen Harris, James R. Harris, Sr. Pastors.
2. At all time relevant, Reverend Mary Ellen Harris and Reverend James R. Harris, Sr. are pastors of Life and Hope Assembly of God having been appointed by the

Superintendent and the assistant superintendent of the South Carolina District Assemblies of God, with offices located in Columbia, South Carolina, to serve as pastors at the church located on 1325 Brushy Creek Road, Taylors, South Carolina, now known as Life and Hope Assembly of God on January 8, 1973, having now served for thirty-three years. Life and Hope Assembly of God is a sovereign church and is governed by the Constitution and By-laws of the local church. The church is an affiliate church with the South Carolina District Assemblies of God, Columbia, South Carolina and with the General Council of the Assemblies of God, Springfield, Missouri. EXHIBIT NO. 1-PAGES 1 TO 25.

2. EXHIBIT NO. 2-Page 1 of 1 A copy of the Certificate issued by the South Carolina State Secretary, which establishes the fact, that Life and Hope Assembly of God is a non-profit organization duly organized in the State of South Carolina and recognized by the South Carolina Secretary of State on August 8, 1978, (the name of the church at that time was Eastside Assembly of God).

EXHIBIT NO. 3 PAGE 1 TO 3 - Will show that Life and Hope Assembly of God was a church in good standing with the General Council of the Assemblies of God, Springfield, Missouri. The copies were made from the Church Directory of the General Council of the Assemblies of God.

II

3. That at all time relevant, Plaintiff, Raymond Eddie Bridwell states he is a resident of Greenville County, State of South Carolina.

4. That at all time relevant, the Defendant, Mary Ellen Harris, pastor of Life and Hope Assembly of God Church is a resident of the Greenville County, State of South Carolina.

III

EXHIBIT No 1. Pages 1 to 25

CONSTITUTION & BY-LAWS

CONSTITUTION

AND

BY - LAWS

OF

LIFE AND HOPE

ASSEMBLY OF GOD

**13 25 Brushy Creek Road
Taylors, South Carolina.**

Pastors: Rev. James and Rev. Ellen Harris

Page No. INDEX ARTICLES

Page...1	Preamble- Name of the Church and Purpose of the Church
Page...2 -5	Tenets of Faith-Statement of Fundamental Truths
Page...5	Ordinances - Membership
Page...6	Finances - Government - Meetings
Page...7	Quorum- Right of Initiative - Amendments & Order
Page...8	Membership and Acceptance of Membership
Page...9	Discipline - Finances
Page...10	Property Rights - Government and Official Functions
Page...11-12	Deacons - Trustees and Board and Committees
Page...12	Nominations and Elections
Page.. 13 -14	Pastorate - Removal From Office
Page,,14	Sunday School - Civil Government
Page.. 15	Amendments- Church History
Page...16	Departments - Job Descriptions – Property Regulations
Page.17	Affiliation
Page.18	Section 2 Responsibilites & Order of Church Meetings
Page 19	Guide for Special Meetings

CONSTITUTION & BY-LAWS OF LIFE AND HOPE ASSEMBLY OF GOD

PREAMBLE

WHEREAS, It is the express purpose of God, our Heavenly Father to call out of the world a saved people who shall constitute the body or church of our Lord Jesus Christ, built and established upon the foundation of the apostles and prophets, Jesus Christ Himself being the chief cornerstone; and

WHEREAS, The members of the body, the church (ecclesia) of Jesus Christ, are joined to assemble themselves together for worship, fellowship, counsel and instruction in the word of God and the work of the ministry and for the exercise of those spiritual gifts and offices provided for in the New Testament, therefore be it

RESOLVED: That we recognize ourselves a body of Christian Believers according to scripture plan for the local church and under the laws of the State of South Carolina that we may worship God as a united body, exercising all other rights and privileges granted to religious bodies.

FURTHER BE IT RESOLVED: That we recognize ourselves to be in cooperative fellowship with the General Council of the Assemblies of God, Springfield, Missouri and an active member of the South Carolina District Council Assemblies of God, Columbia, South Carolina

C O N S T I T U T I O N

ARTICLE 1. NAME

This assembly shall be known as

Life and Hope Assembly of God Church, located at 1325 Brushy Creek Road, Taylors, South Carolina 29687, Mailing Address: P.O. Box 26431 Greenville, SC 29615

ARTICLE 2. PURPOSE

The purpose of this church shall be:

- 1 To establish and maintain a place for worship.
- 2 To conduct under the guidance of the Holy Scriptures the work of evangelizing both the home and foreign field in obedience to the command of the Lord Jesus (Matt.28:19 and in harmony with the teaching and practice of His the apostles (Acts 8:4, 5, 25, 35-40; 13: 1-4; 16:f Romans 15:18-21; 2 Cor. 10:16; Romans 10: 12-17)
- 3 To establish such departments as may be necessary propagation of the gospel and the support of missionary activity.

To have the right to own, hold in trust, use, or otherwise possess, sell, convey, mortgage, lease or otherwise dispose of such property, real or chattel, as may be needed for the prosecution of its work, with the approval of the South Carolina District Council of the Assemblies of God

ARTICLE III - TENETS OF FAITH STATEMENT OF FUNDAMENTAL TRUTHS

The human phraseology employed in this statement is not inspired nor contended for, but the truth set forth is held to be essential to a full Gospel ministry. No claims made that it contains all truth in the Bible only that it covers our present needs as to these fundamental matters of church government.

1. THE SCRIPTURES INSPIRED

The Bible is the inspired Word of God, a revelation from God to man, the infallible rule of faith and conduct, and is superior to conscience and reason, but not contrary to reason (2 Tim. 3:15, 18; 1 Peter 1: 23-25; Hebrews 4:12).

2. THE ONE TRUE GOD

The one true God has revealed Himself as the eternally self-existent, self-revealed "I AM"; and has further revealed Himself as embodying the principles of relationship and association, i.e. as Father, Son, and Holy Ghost (Deut. 6: 4; Mark 12:29; Isaiah 43:10-11, and Matthew 28:19).

3. MAN, HIS FALL AND REDEMPTION

Man was created good and upright, for God said "Let us make man in our image after Our likeness." But man, by voluntary transgression, fell, and his only hope of redemption is in Jesus Christ, the Son of God. (Gen. 1:26-31; 3: 1-7; Romans 5: 12-21.

4. THE SALVATION OF MAN

*) Conditions to Salvation

The grace of God, which bringeth salvation, hath appeared to all men, through the preaching of repentance toward God and faith toward the Lord Jesus Christ; man is saved by the washing of regeneration and renewing of the Holy Ghost, and being justified by grace through faith, he becomes an heir of God according to the hope of eternal life. (Titus 2:11; Romans 10: 13-15; Luke 24:47; Titus 3:5-7).

*) The Evidences of Salvation

The inward evidence, to the believer of his salvation, is 'the direct witness of the Spirit (Rom. 8:16) . The outward evidence to all men is a life of righteousness and true holiness.

(c) In the new birth the heart is fully cleansed from the principle of sin, commonly termed 'Original Sin'. In Gal. 3:26-27, it is written: "For ye are all the children of God by faith in Christ Jesus. For (for means because) as many of you as were baptized into Christ have put on Christ". The teaching here is that we are made children of God by being baptized into Jesus Christ. The only conclusion to be had from this text is that the being baptized into Jesus Christ causes us to be children of God; therefore, the new birth is dependent upon that spiritual experience here called 'baptized into Christ'; this experience is the putting to death of the 'body of sin'. Paul mentions it in Romans 6:3 "Know ye not, that so many of us as were baptized into Jesus Christ were baptized into His death?" In Col. 2:11, 12, we are told that being buried with Him in baptism is the casting off of the body of flesh; and according to 1 Cor. 12:13, this work puts us into the body of Christ, the Church.

5. BAPTISM IN WATER

The ordinance of Baptism by a burial with Christ should be observed as commanded in the Scriptures, by all who have really repented and in their hearts have truly believed on Christ as Saviour and Lord. In so doing, they declare to the world that they have died with Jesus and that they have also been raised with Him to walk in newness of life (Matt. 28:19; Acts 10:47-48; Romans 6:4).

6. THE LORD'S SUPPER

The Lord's Supper, consisting of the elements, bread and the fruit of the vine, is the symbol expressing our sharing the divine nature of our Lord Jesus Christ; a memorial of His suffering and death; and a prophecy of His second coming; and is enjoined on all believers "until He comes" (John 6:48, 51, 53-57; Luke 22:19, 20; II Peter 1:4; 1 Cor. 11:26).

7. THE PROMISE OF THE FATHER

All believers are entitled to, and should ardently expect, and earnestly seek, the promise of the Father, The Baptism in the Holy Ghost and fire, according to the command of our Lord Jesus Christ. This was the normal experience of all in the early Christian Church. With it comes the endowment of power for life and service, the bestowment of the gifts and their uses in the work of the ministry (Luke 24:49; Acts 1:4-8; 1 Cor. 12:1-31). This wonderful experience is

distinct from and subsequent to the experience of the new birth (Acts 2:38; 10:44-46; 11: 14-16; 15:7-9).

8. THE EVIDENCE OF THE BAPTISM IN THE HOLY GHOST

The full consummation of the Baptism of believers in the Holy Ghost is evidenced by the initial physical sign of speaking with other tongues as the Spirit gives utterance; and by the subsequent manifestation of spiritual power in public testimony and service (Acts 2:4, 10:44-46; 19: 2, 6; Acts 1:8; 2:42, 43).

9. ENTIRE SANCTIFICATION

The scriptures teach a life of holiness, without which no man shall see the Lord. By the power of the Holy Ghost we are able to obey the command, "Be ye holy, for I am holy". Entire sanctification is the will of God for all believers, and should be earnestly pursued by walking in obedience to God's Word (Heb. 12:14; I Peter 1:15-16; 1 Thess. 5:23, 24; I John 2:6; Romans 8: 3,4).

10. THE CHURCH

The Church is the body of Christ, the habitation of God through the Spirit, with divine appointments for the fulfillment of her great commission. Each believer, born of the Spirit, is an integral part of the General Assembly and Church of the First-born, which are written in Heaven (Eph. 1:22; 2: 19-22; Heb. 12:23).

11. THE MINISTRY AND EVANGELISM

A divinely called and Scripturally ordained ministry has been provided by our Lord for a two-fold purpose: (1) The evangelization of the world, and (2) the edifying of the Body of Christ (Mark 16:15, 20; Eph. 4: 11-13).

12. DIVINE HEALING

Deliverance from sickness is provided for in the atonement and is the privilege of all believers (Isa. 53:4, 5; Matt. 8:16, 17; Mark 16:18; John 5:14).

13. THE BLESSED HOPE

The resurrection of those who have fallen asleep in Christ and their translation together with those who are alive and remain unto the coming of the Lord, is

the imminent and blessed hope of the church.
(1 Thess. 4:16, 18; Rom. 8:23; Titus 2:13;
1 Cor. 15:51, 52).

14. THE MILLENNIAL REIGN OF JESUS

The revelation of the Lord Jesus Christ from heaven, the salvation of national Israel, and the millennial reign of Christ on the earth is the Scriptural promise and the world's hope (II Thess. 1:7; Rev. 19: 11-16; Rom. 11: 25, 27; Rev. 20:1-7).

15. THE LAKE OF FIRE

The devil and his angels, the beast and the false prophet, and whosoever is not found written in the Book of Life, shall be consigned to everlasting punishment in the lake which burneth with fire and brimstone, which is the second death (Rev. 19:20; 20: 10-15).

16. THE NEW HEAVENS AND NEW EARTH

We, "according to His promise, look for new heavens and a new earth wherein dwelleth righteousness"
(II Peter 3:13; Rev. 21:1).

ARTICLE IV. ORDINANCES

(a) The ordinance of Baptism by immersion should be observed as commanded in the Scripture, by all who have fully repented and believed on the Lord Jesus Christ (Matt. 28:19; Acts 2:37-38; Romans 6: 3-5).

(b) The ordinance of the Lord's Supper should be regularly observed as enjoined upon the believer (Luke 22: 19, 20; I Cor. 11:23-26).

(c) Infants and small children may be dedicated to the Lord in the Assembly whenever requested (Mark 10: 13-16; Luke 18: 15, 16).

(d) The sick should be prayed for, with the anointing with oil and laying on of hands, upon their request (Mark 16:18; James 5:14).

ARTICLE V. MEMBERSHIP

The legal voting membership of the church shall consist of all persons born of the Spirit, not under 16 years of age, in good standing, who shall have met the membership requirements of the church and subscribe regularly to its financial support and whose names shall appear on the roster.

ARTICLE VI. FINANCE

The church shall be financed according to the Scriptural method, by the tithes and offerings of its members.

ARTICLE VII. GOVERNMENT

1. EXECUTIVE COMMITTEE

The Executive Committee of the Church shall consist of the Pastor, Secretary, and Treasurer.

2. OFFICIAL BOARD

The Pastor, Secretary and Treasurer together with the Board of Deacons shall constitute the Official Board.

(Note: Where it is impossible to secure sufficient men to meet the Scriptural qualifications for deacons, then the Trustees may act with the Pastor, Secretary and Treasurer as an Official Board).

3. DEACONS

There should be a Board of Deacons consisting of three, five or seven members, sound in faith and of good report, who shall qualify according to the Scriptural plan, and over 21 years of age (I Timothy 3: 8-13).

4. TRUSTEES

There may be a Board of Trustees consisting of not less than two or more than five persons of good report, sound Christian character, and good business judgment.

ARTICLE VIII. MEETINGS

SECTION 1. Regular church services.

The time and place of the regular church services shall be determined by the vote of the membership.

SECTION 2. Business Meetings

(a) The annual business meeting of the church shall be held the last week of January. (Note: It is advisable to choose one of the evenings most suitable to the church, during the last week of January, the date agreed upon to be permanently observed).

(b) Special Business Meetings of the Church
May be called:

1. By the Pastor
2. By the Secretary of the church upon
the written order of a majority of the
Official Board.
3. By the petition of a majority of
members in the church exercising
the right of initiative.

SECTION 3. Notices

(a) Notice of all regular or special business
meetings of the church shall be published not
less than ten days before the date of the
proposed meeting.

(b) Notice shall be given by announcement from
the pulpit on the two preceding Sundays, and
posted in writing, where required by law.

ARTICLE IX. QUORUM

A majority of the legal voting membership of the church
shall constitute a quorum.

ARTICLE X. RIGHT OF INITIATIVE

Any member may exercise the right of initiative in calling
of a special business meeting of the church by presenting
a request signed by at least a majority of the membership
of the church, to the pastor or secretary of the church,
who shall proceed to issue a call for said meeting as pre-
scribed in Article 8, Section 3, of the Constitution.

ARTICLE XI. AMENDMENTS

Amendments to this constitution may be made by a two-thirds
vote of the membership of the church in any of its regular
or special business meetings.

BY-LAWS

ARTICLE I. ORDER

In order to facilitate the conduct of business in an orderly
and satisfactory manner, business meetings shall be governed
by the accepted rules of parliamentary procedure.

ARTICLE II. MEMBERSHIP

SECTION 1. The Standard of Membership

The standard of membership of this church shall be:

- (a) Evidence of a genuine experience in regeneration (the new birth). John 1:12,13, 3:3-8; I Peter 1:18-25.
- (b) Evidence of a consistent Christian life. Rom. 6:4; 8:1-4; 13:13, 14; Eph.4:17-32; 5:1,2, 15; I John 1: 6, 7.
- (c) To fully subscribe to the tenets of faith as set forth in Article 3 of the Constitution.
- (d) Willingness to contribute regularly to the support of the church according to his or her ability.
- (e) Any divorced person (or persons) that desires to affiliate with this Assembly in membership, must first meet with pastor and or deacons to explain past and present marital status for help as needed for healing and restoration.
- (f) Also persons, who use tobacco in any form, or who are addicted to narcotics, morphine, cocaine, opium, paragoric, and such like shall be received as members of this church if they are willing to accept help through counseling & prayer to overcome the habits
- (g) Also those who have been the cause of strife and division in other churches, or who are continually moving from one church to another.
- (h) Any persons who will not work when able to do so, shall not be received as members.

SECTION 2. Reception of Members

- (a) Persons desiring to become active members of the church shall make the fact known to the pastor, who shall examine the applicant according to the standards for membership. (See Article 2, Section 1).
- (b) The pastor shall present the names of those who apply for membership with his or her recommendation to the board of deacons, who shall act upon said recommendation and render a final decision. All persons who shall have met the membership requirements and have been passed on

publicly at any of the regular church services and their names inscribed on the church roster.

- (c) Children under 16 years of age shall not have the right to vote or exercise the right of initiative.

SECTION 3. Discipline

- (a) Any member of the church who shall willfully absent himself from the regular services for a period of one (1) month, or who shall be under charges, shall be temporarily suspended from active voting membership pending investigation and final decision in his case.
- (b) Unscriptural conduct or radical departure from the tenets of faith held by this church (see Article 3 of the Constitution), or unwillingness to follow the Scriptural course for reconciliation between members, as stated by our Lord (Matt. 18:15-18). And a continual stirring up of strife among members shall be considered sufficient grounds upon which such person may be disqualified as a member. Matt. 18: 15-18; Romans 16:17, 18; I Cor. 5:11; Gal. 1:8,9; Titus 3:1-15.

ARTICLE III. FINANCE

SECTION 1.

All moneys received from offerings and all other sources shall be deposited by the treasurer in a bank designated by the official board.

SECTION 2.

The disbursement of all funds shall be under the supervision of the official board.

SECTION 3.

The pastor shall be given regular and adequate financial support, and amount and manner of which shall be determined by agreement between the pastor and the official board and ratified by a majority of the members of the church present at a regular or special business meeting. See Article XI, Section 1 (b).

ARTICLE IV. PROPERTY RIGHTS

SECTION 1.

- (a) All property, real or chattel, shall be taken, held, sold, transferred or conveyed in the church or corporate name.
- (b) No real or chattel property of the Assembly shall be sold, leased, mortgaged or otherwise alienated without having been authorized by at least a two-thirds majority vote of the membership and the SC District Council A/G due to a remitter clause on the property. This being the same property purchased by the SC District Council. This property shall only be used for an Assembly of God Church. Should the property be sold the remitter clause shall remain on the property of the succeeding Assembly of God Church.
- (c) The pastor and the secretary of the church shall certify in such conveyance, lease, or mortgage, that the same has been duly authorized by the vote of the church. A letter of such shall be held to be conclusive evidence to the SC District Council of the Assemblies of God.
- (d) In the event that the church herein mentioned ceases to function as a church body, then the said property, real or chattel, shall revert to the District Council of the Assemblies of God, Inc. whose headquarters are located at Columbia, South Carolina. The District Council of the Assemblies of God shall forthwith have full authority to use or dispose of the property at their discretion.

ARTICLE V. GOVERNMENT AND OFFICIAL FUNCTIONS

SECTION 1. PASTOR

Appointment made by S. C. District Council Assemblies of God. Rev. Ellen Harris was appointed to serve as pastor until such time she should decide to resign, then

- (a) The pastor shall be elected to office by a two-thirds majority vote of the members of the church present at any regular or special business meeting.
- (b) The pastor is designated in the Scriptures as the head of the church under the leadership of the Lord Jesus, and is referred to under the title "pastor" (Eph. 4:11), "overseer" (Acts 20:28), and "shepherd" (I Peter 5:13).

- (c) The pastor shall be chairman of the official board and preside over all business meetings of the church. No business shall be conducted without her approval.
- (d) She shall be the general supervisor of all activities of the church, and shall be an ex officio member of all other boards and committees.
- (e) She shall perform all those duties which properly belong to the Scriptural ideal for a pastor.
- (f) She shall provide for all the services of the assembly and shall arrange for all special meetings, conventions, or revival campaigns.
- (g) No person shall be invited to speak, teach, or preach in the assembly without her approval.
- (h) All persons invited to speak, teach, or preach shall be licensed, or recognized and in good standing with the Assemblies of God, both District and General Council.

SECTION 2. DEACONS

- (a) Duties of the deacons

The deacons shall act in an advisory capacity with the pastor in all matters pertaining to the church in its spiritual life and in the ministry of its ordinances. They shall act in the examination of applicants for membership, and also in the administration of the discipline of the church.

- (b) Where there is no board of trustees the deaconate shall perform all the duties as prescribed for the board of trustees.

SECTION 3. TRUSTEES

The board of trustees shall be the custodians of the church property and shall be responsible for the care of the same.

SECTION 4. QUORUM--(BOARDS AND COMMITTEES)

A majority of the membership of any board of committees present at any of their regular or special meetings shall constitute a quorum.

SECTION 5. SECRETARY

- (a) The secretary shall keep a true and accurate record of all business meetings of the church and the official board.
- (b) He/she shall be the custodian of all legal documents and be in possession of the corporate seal.

SECTION 6. TREASURER

- (a) The treasurer shall keep an itemized account of all receipts and disbursements of all moneys committed to his trust in a proper and business like manner and shall make report at the monthly meeting of the official board and all business meetings of the church.
- (b) He/she shall deposit and withdraw funds in the manner prescribed in Article 3, Section 1 and 2 of the By-Laws.

SECTION 7. TERM OF OFFICE

- (a) The term of the pastor's office shall be for an indefinite period. A member in good standing can request a vote of confidence for the pastor.
- (b) The term of office of the secretary and treasurer shall be for a period of one year from date of election or until their successors qualify.
- (c) The board of deacons and trustees (where there is a board of trustees) shall be elected as follows:

The Board of Deacons: See Article

XI, Section 1 (c).

The Board of Trustees shall be elected for an indefinite period.

ARTICLE VI. NOMINATIONS AND ELECTIONS

- 1. All nominations shall be by secret ballot.
- 2. All nominees shall be voted upon for election by secret ballot.
- 3. If there should be no election on the first two ballots cast, the two receiving the highest number of votes shall be further balloted upon until an election is declared.

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- 3. If there should be no election on the first two ballots cast, the two receiving the highest number of votes shall be further balloted upon until an election is declared.

4. Election of all officers, other than the pastor and trustees shall take place at the annual business meeting of the church.

SECTION 1. PASTORATE

- (a) In as much as the Pastor Rev. Ellen Harris was appointed to the Eastside Assembly of God Church by the South Carolina District Council, she shall serve as pastor until such time that she should feel lead to resign, as long as she continues in good standing with the fellowship of the S. C. District and General Council Assemblies of God. Notice of resignation must be made by written letter to the S. C. District Office and a copy of such letter to be kept by the church as a record.
- (b) Any persons from outside the fellowship of the church or any member who shall stir up strife against the church or pastor to take over shall be sufficient grounds upon which such person may be disqualified as a member (Article II, Section 3 (b)). The pastor is designated in the Scriptures as the head of the church under the leadership of the Lord Jesus, and is referred to under the title "pastor" (Eph. 4:11), "Overseer" (Acts 20:28), and "shepherd" (1 Peter 5:13). All members, Teachers and Officers are to be under authority and subjection according to the scriptures, and to work together in a cooperative manner as to see the work of the Lord to advance and to be a testimony to the community and State.

ARTICLE VII. REMOVAL FROM OFFICE

- (A) Any office may be declared vacant by an act of a majority membership at any regular or special business meeting or by the pastor.
- (B) Grounds for such actions shall be:
 - (1) Unscriptural conduct.
 - (2) Radical departure from the tenets of faith.
 - (3) Incompetency in office.
 - (4) For any other good and sufficient cause.
- (C) A complaint may be lodged against an incumbent in office and have brought before the Board for action by any member exercising the right of initiative as described in Article 9 of the Constitution, or upon the recommendation of the official board.

- Q Any incumbent under charges shall have opportunity for a fair and impartial hearing of his case before the church and the SC A/G District Council, if he/she so desires.
- R The pastor must remain in good standing with the General Council and SC A/G District Council. The pastor's credentials will be approved by the district

ARTICLE VIII. PASTOR'S REMOVAL FROM OFFICE

A pastor may be removed from office because of misconduct, which is reported to the South Carolina District Office. Only a member in good standing in the church can file an action of complaint. If that member has stirred up strife and talked with other members his complaint shall not be valid. A vote of 2/3 of the members in good standing is needed for a valid report to go to the District Office. Biblical scripture for good conduct shall be applicable. Gal. 5:22-25, Col.3:14-16, I Thes. 5:9-13.

ARTICLE IX. SUNDAY SCHOOL

- R There shall be a Sunday School conducted as a branch of the church activities, under the general oversight of the pastor.
- R The superintendent of the Sunday School shall be elected by the members of the church at the annual business meeting.
- Q The Superintendent, Secretary and Treasurer, together with the Pastor shall constitute the executive committee of the Sunday School, supervising all its activities, appointing such teachers from time to time as may be deemed necessary.

ARTICLE X. CIVIL GOVERNMENT

Whereas, The Scriptures declare that government is of God; the powers that be are ordained of God as ministers of good to the governed. Whosoever therefore resists the power resists the ordinances of God. Therefore, we are subject not only for wrath but also for conscience' sake; rendering to all their dues, custom to whom custom, fear to whom fear, honor to whom honor (Romans 13:1-7.), therefore be it RESOLVED: That this church hereby declares its loyalty to our government and to its Chief Executive, and that we accept the Constitution of the United States of America.

ARTICLE XI. AMENDMENTS

Amendments to the By-Laws may be made by a majority vote of the membership of the church in any of its regular or special meetings. All agreements herein stated nullify all agreements heretofore passed upon by this church.

SECTION 1. Amendments

- Article II, Section 1 (a) The Standard of Membership acceptance of divorced persons shall be by guidelines established by the Official Board of the Church.

- Article III, Section 3 Pastor's Salary

The Pastor's salary shall be determined by the following guidelines:

A percent of the tithes and offerings received shall be paid to the Pastor as salary except as noted herein, or as agreed by board and members.

The following are exempted from being considered part of tithes and offerings, and are not included in the Pastor's salary.

- 1 Sunday School Offerings
- 2 BGMC Offerings
- 3 Mission Offerings
- 4 Bus Fund Offerings
- 5 Building Fund Offerings
- 6 Sunday School Class Offerings
- 7 Organizational Offerings:
 - a Youth Ministry (Alive)
 - b Royal Rangers
 - c Missionettes
 - d Women's Missionary Council
 - e Men's Fellowship, etc.

- Article V, Section 7 (c) Term of Office. The Board of Deacons shall be elected on a rotating basis. The term (s) of office being 1, 2, 3, 4, etc. year(s) from the date of election.

Constitution and By-Laws adopted by Life and Hope Assembly of God. By approval with the leadership Pastors Rev. James and Rev. Ellen Harris. January 8, 1973 Rev. James and Rev. Ellen Harris were appointed pastors by the South Carolina Assemblies of God District Superintendent, Rev. Walter Dixon and Assistant Superintendent, Rev. J. Edward Blount. The name of the church was Open Bible Assembly. Rev. Sisk resigned January 1972. Temporary ministers had been conducting services. In 1980 the Church name was changed to Eastside Assembly. In 1990 the Church name was changed to Life and Hope Assembly of God. This church was organized 1966 by Rev. Campbell, located on Woodside Ave., Greenville, SC. Rev. John Sisk became pastor 1969 church and relocated to Wade Hampton known as Wade Hampton Assembly. The church later moved to Brushy Creek Rd at the present location.

ARTICLE XII. DEPARTMENTS

The Assembly shall hereby provide for the establishment of a Sunday School Department, a Youth Alive Department, or any other departments as the needs of the work may require. All such departments shall be subordinate to the Assembly and shall contribute to the harmony and development of the whole. They shall be under the general supervision of the Pastor and Official Board and the Pastor shall be an ex-officio member of all committees or departments.

ARTICLE XIII. JOB DESCRIPTIONS

All leaders shall be provided with a description for their responsibilities. All teacher must take the teacher's training course the first week of February to qualify to teach Sunday School. The following Sunday Pastor Harris shall present certificate to the individual who pass the test

ARTICLE XIV. PROPERTY

Section 1

All property, real or chattel, shall be taken, held, sold, transferred, or conveyed in the name of this Assembly.

Section 2.

a. The Official Pastor has authority to buy, lease, or mortgage real or chattel properties as the needs of the Assembly may require with the approval of the official board and approval of 2/3 of the membership of the Assembly.

b. No real property shall be sold without the same having been authorized by at least a two-thirds majority vote of the membership present at a regular or special called business meeting of the Assembly.

c. In Connection therewith, or incidental hereto the Assembly shall have the right to acquire or accept by gift, bequest, Trust or Will or otherwise, either directly or as trustee, and to own, hold in trust, use sell, convey, mortgage, lease or otherwise dispose of any real estate or chattels, as may be necessary for the furtherance of its purpose; all in accordance with its Constitution and By-laws to accept according to the policy as outlined in the, "The Gift Acceptance Policy" and "Acceptance of a Trust or Will".

d. Should the local Assembly cease to be a church or no longer affiliated with the South Carolina District, the church shall be dissolved. Proper measures shall be taken by the District to protect the interest of the District.

ARTICLE AFFILIATION

Section 1

While maintaining its inherent right to sovereignty in the conduct of its own affairs, this Assembly shall voluntarily enter into a full cooperative fellowship with Assemblies of like precious faith associated in the South Carolina District Council, Columbia, South Carolina and the General Council of the Assemblies of God, with headquarters' at Springfield, Missouri; and shall share in the privileges and assume the responsibilities enjoined by that affiliation.

Section 2

It is understood and agreed that this Assembly shall use as a minimum guide whose standards which are set by the South Carolina District Assemblies of God for membership, qualification for deacons, and requirements in a pastor.

Section 3

Our Assembly is a sovereign church, operating with our Constitution and By-laws. When the Officers of the South Carolina District of the Assemblies of God or Officers from the General Council Assemblies of God visit our church they shall be recognized and respected by the Pastor, the official board and members of the church.

a This Assembly shall operate and accept the Holy Scripture as the revealed Word of God, the all-sufficient rule of faith and practice, and for the purpose of maintaining a general unity, adopts the Statement of Fundamental Truths by the District and the General Council of the Assemblies of God. All leaders must exemplify a life lived holy unto God and show forth care, gentleness, kindness, Love, patience and forgiveness to all, members and non-members alike.

b. No member shall be guilty of judging another member or non-member in any manner. For God alone is the judge. As a constant reminder: Jesus commanded us to go fishing, He never told us to clean the fish. We run into trouble, and cause conflicts trying to clean the fish. Let God by His Holy Spirit do the work in a person's life. Our job is to be a witness while we are fishing, and then pray and encourage all we come in contact with.. Our Assembly shall be a House of Prayer reaching out to the lost and to encourage the saints, according to Biblical standards.

Section 2.

The Pastor and employees shall be given regular and adequate financial support, the amount and manner of which shall be determined by the Official Board.

Section 3.

This Assembly shall voluntarily provide a regular monthly World Ministries offering to be sent through the Finance Department of the General Council of the Assemblies of God, Springfield, Missouri.

Section 4.

The Assembly shall voluntarily send offerings for the support of the headquarters office at Springfield, Missouri and for other ministries under its supervision.

Section 5.

The Assembly shall voluntarily contribute regularly to the support of the South Carolina District office.

ARTICLE VI. ORDER OF BUSINESS

Business meetings shall be governed by the accepted rules of parliamentary procedure, and should be conducted in the Spirit of Christ and in brotherly counsel. The regular order of business for the annual business meeting of the Assembly shall be as follows:

- | | |
|-------------------------------|-------------------------|
| 1. Devotional | 6. Unfinished Business |
| 2. Reading of Minutes | 7. Election of Officers |
| 3. Report of the Secretary | 8. New Business |
| 4. Report of the Treasurer | 9. Adjournment |
| 5. Reports of the Departments | |

- 19 -
MEETINGS

- a. **Regarding church business meetings:** All business meeting shall be announced two weeks prior to the business meetings. Should there be any concerns regarding the church standards or grievance against any individual in the church the two weeks prior to the business meeting shall give time to the individual (s) to meet with Pastor Harris and the Official Board to express their grievance. The business meeting shall not be used in a manner to disrupt the meeting by inappropriate behavior by any member. The Biblical standards apply. If a brother/sister has ought against you to go to that person privately. If the individual is not willing to accept your attempt to reconcile, you shall take another person with you to offer reconciliation. If reconciliation is not possible, then ~~Pastor Harris~~ and the Official Board shall be notified and offer help in reconciliation.
- b. The Sunday following the election of officers and Sunday school teachers., all elected individual shall be recognized and presented to the church membership. All church leaders will have signed the oath of office in accepting their positions as leaders in our Assembly, and have agreed to abide by the Constitution and By-laws of this Assembly.
- c. All Sunday school teacher's must live a Holy and Godly life before their piers, remembering that innocence eyes are watching and absorbing your actions. The teacher is responsible for following up on all absentees, by sending a card, or calling. Remembering special days as birthday and special events in the life of your student.
- d. Each year in June a Special Service to recognize all high school and college graduates. As an outreach ministry our graduates shall invite other graduates to this special service. Each graduate will be recognized and shall receive a Bible with their name imprinted.
- e. Each year a Special Service to recognize the members of our Military shall be conducted in November near or about Veterans Day. Veterans shall invite family members or friends who have been in the military to attend.
- f. Annual meeting to recognize Mother's Day and Father's Day and Children's Day and Family Day

RESPONSIBILITY OF LOCAL ASSEMBLIES

To properly assist the churches in South Carolina all local Assemblies affiliated with the South Carolina District shall provide copies of the Constitution and By-laws of the church to the South Carolina District office, Columbia, South Carolina.

The South Carolina District shall make available to The General Council

Assemblies of God, Springfield, Missouri a copy of the Constitution and By-Law of the Assemblies in the

State of South Carolina

ACCEPTANCE OF A TRUST

1. Is the Trust revocable /irrevocable. (If revocable,-define who can revoke the document).

2. The above designated trustee(s) is/are fully empowered to act for said Trust and is/are properly exercising the trustee's authority under this Trust. No other trustee or other individual or entity is required to execute any document for the Trust.

3. The signature(s) of _____ of the trustees is/are required for any action taken on behalf of the Trust.
(Define signature requirements)

4. The proper manner for taking title to Trust property is: Pastor Harris shall call for a special meeting with the members of the Official Board. During the meeting the Trust shall be made available to all members. The name on the Trust shall be made known, and the date of the Trust. There shall be time for questions and answers. There must be 2/3 majority vote for acceptance of the trust.

5. To the undersigned's knowledge, there are no claims, challenges of any kind, or cause of action alleged, which contest or question the validity of the Trust or the trustee's authority to act for the Trust.

6. The appointed trustee is authorized by the Trust Agreement and has the relevant powers to file the Trust in the manner as indicated in the Trust to fulfill the wishes of the Grantor

IN WITNESS THEREOF: the undersigned, being all of the trustees, do hereby accept and execute this Certificate of Trust

this ___ day of _____, 20___

Witnesses: Trustee(s):

STATE OF SOUTH CAROLINA
COUNTY of GREENVILLE

ACKNOWLEDGMENT

I do hereby certify that trustee(s) personally appeared before me this day and
acknowledged the execution of the document, "Acceptance of a Trust" and signed by the trustee(s)
Witness my hand and official seal this the day _____

Notary Public for South Carolina

My Commission Expires: _____

Page 2 of 2

The State of South Carolina

EXHIBIT No 2. Pages 1 OF 1

Office of Secretary of State Mark Hammond

Certificate of Authorization, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

LIFE AND HOPE ASSEMBLY OF GOD/ IGLESIA VIDA Y ESPERANZA DE DIOS, a Non-Profit Corporation duly organized under the laws of the State of SC, was issued a certificate of authority to transact business in South Carolina on August 8th, 1978, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 33, Title 33, Code of 1976 and acts amendatory thereto, and has paid all fees, taxes and penalties owed to the ~~EXHIBIT A~~ State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action and that the ~~EXHIBIT A~~ corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
12th day of April, 2010.


Mark Hammond, Secretary of State

5. Gordon W. Bridwell, Jr. died testate in Greenville County on December 14, 2009. His residence was 709 Edwards Mill Road, Taylors, South Carolina, County of Greenville.

6. This is the same property that has given rise to this action by Raymond Eddie Bridwell.

IV

7. All facts and circumstances, which give, rise to the causes of action in this Counterclaim occurred in the State of South Carolina, County of Greenville.

8. Raymond Eddie Bridwell has filed a Will, dated September 16, 2008 in the Greenville County Probate Court, Greenville, South Carolina which he purposes to be the last will and testimony of Gordon W. Bridwell, Jr.

FOR A SECOND DEFENSE UNDO INFLUENCE

V.

The Defendant's realleges and incorporates herein by reference the relevant and consistent portions of its First Defense as set forth above.

The Defendant's alleges and would show that it is a non-profit organization duly Recognized by the Secretary of the State of South Carolina and the General Council of the Assemblies of God.

9. The Defendant's will present the following facts and Affidavits by: Rev. Joseph Edward Blount, Rev. Mary Ellen Harris, Rev. James R. Harris, present the following facts: that Raymond Eddie Bridwell, with pressure and by deceit with the promise of money to buy the deceased a dependable car, did pressure the deceased to make a will. The Defendant's cite the following South Carolina Elder Abuse Law S. C Code 43-85-35 Abuse and neglect of Exploitation of a Venerable Adult.

10. After Raymond Eddie Bridwell did not keep his promise to purchase a dependable car for Gordon W. Bridwell, Jr. By his own actions, Gordon W. Bridwell, Jr. on December 31, 2008 Revoked and made Void the will dated September 16, 2008 EXHIBIT No. 4, Pages 1 to 3. Gordon W. Bridwell, Jr. which he signed and had a notary to verify his decision to revoke and made void the will dated September 16, 2008.

In the document he also states why he made the Deed of Appointment to Life and Hope Ministry and to Ellen Harris Ministry.

After, Gordon W. Bridwell, Jr. Revoked and made Void the Will dated September 16, 2008 he made a Warranty Deed-Grant of Life Estate. On December 31, 2008 to Life and Hope Assembly of God Church, EXHIBIT NO. 5. Pages 1- 5.

FOR A THIRD DEFENSE- PROPER DELIVERY

The Defendant's realleges and incorporates herein by reference the relevant and consistent portions of its First and Second Defense as set forth above.

This document was delivered to Life and Hope Assembly of God Church, address, 1325 Brushy Creek Road, Taylors, South Carolina. Proper delivery was made by Gordon W. Bridwell, Jr. himself on December 31, 2008, with the instructions the envelope was not to be opened until after his death. The wishes of the deceased were honored. After his death the envelope was opened. The official members of the board with the pastors, Rev. Mary Ellen Harris and Rev. James R. Harris accepted the gift as appropriate according to the Constitution and By-Laws of Life and Hope Assembly of God. All members of the Official Board agreed that the Warranty Deed-Grant of Life Estate should be properly filed with

TO BE FILED WITH PROBATE COURT AFTER MY DEATH

My name is Gordon W. Bridwell, Jr. In 2006 I made a Trust-My Final Trust and Deed of Appointment. I made the trust to deed my property to Life and Hope Assembly of God Church, Ministry, 1325 Brushy Creek Road, Taylors, South Carolina, P.O. box 1133, Taylors, South Carolina 29687 and Rev. Ellen Harris, her Ministry. The deed was made in appreciation to rev. Ellen Harris and the fact she saved my property by getting the lien waived which the state had placed a lien against my property in the amount of \$93,241.93. This gives me the chance to live in the home of my childhood until my death. In June, July 2008 my car kept breaking down. A family member who had not been around in a long time came to me and promised he would buy me a new car if I would go to his attorney and have a will made, so I did. Then he wanted me to get a church to give him a receipt for \$15, to \$20, thousand dollars to help him so he wouldn't have to pay more taxes. I contacted several churches and ministers in Greenville. They all turned me down because Eddie wanted the preacher to give him back \$10 thousand dollars, the preacher could keep \$25 hundred and the other \$25 hundred was to be used to buy me a car. We finally found a preacher in Columbia to help us. Eddie bought me a car which was a foreign piece of junk. It broke down all the time and the problem was worse. I had tools and could fix my old car but my tools would not work for the piece of junk Eddie bought me. I got very upset because I felt Eddie had tricked me just to get my property. A mechanic told me that all that was wrong with the car I had was someone had put trash in the gas tank. I made the decision to void the will Eddie pressure me to have made.. When I got my folder out of my file cabinet the original will had been stolen and was replaced with a copy. The title to my car had been taken. I believe the family member stole the original will and the title to my car for his own benefit. I know the thief will present the will and the title to my car to Probate Court for his own gain. This document is proof I revoked and voided that will. I have attached a copy marked revoke and void. I made a Warranty Deed-Grant of Life Estate Trust because when I made the will for Eddie it cancelled out the previous Trust I had made in leaving my property to Life and Hope and Rev. Ellen Harris. After I had a notary to witness my signature on this document I took the document to Life and Hope Assembly of God church. I left the document with the person I believed to be the secretary, with my request the envelope which contained the document was not to be opened until after my death, then the property could be transferred to Life and Hope Assembly of God. I request that my former file this

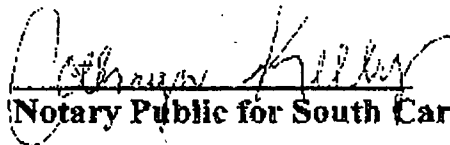
document which has the copy of the will that I marked revoke and void with Probate Court. If this is filed a few weeks after my death this will give the thief time to file the will he stole from my home. Rev. Blount is the pastor who sent me to rev. Harris. He can testify to my testimony that I gave in his church and my appreciation to Rev. Harris for her help in saving my home.


Gordon W. Bridwell Jr.

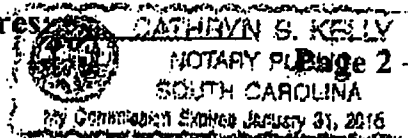
Dated December 31, 2008

On this date appeared the individual as named above. He appeared to be of sound mind and under no stress, fraud of influence and satisfactorily proved to me by presenting ID of his South Carolina drivers licenses as the person named.

SWORN BEFORE me this 31st day of December, 2008


Notary Public for South Carolina

My Commission expires:



Page 2 to revoke and void my will

**LAST WILL AND TESTAMENT
OF
GORDON W. BRIDWELL, JR.**

I, **GORDON W. BRIDWELL, JR.** of the County of Greenville, State of South Carolina, being of sound mind and memory but considering the uncertainty of my earthly existence, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all wills and codicils made by me at any time heretofore made.

I

It is first my will and desire that my Personal Representative hereinafter named shall give my body a decent burial and pay all my just funeral expenses and just debts (i.e., those not barred by the statute of limitations or a non-claim statute), secured or unsecured, to be paid as soon as practicable after my death; however, I direct that my Personal Representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable, taking into consideration the best interests of the beneficiaries hereunder.

II

I am not married, and I have no children or issue.

III

I give, devise, and bequeath all of my estate, both real and personal, to my cousin, Raymond Eddie Bridwell, to be his outright. If Raymond Eddie Bridwell were to predecease me, I leave this property to Michael Scogin.

IV

I hereby constitute and appoint Raymond Eddie Bridwell as Personal Representative of this my Last Will and Testament to administer the same according to its true intent and meaning. If Raymond Eddie Bridwell is unable, unwilling, or chooses not to serve, I then appoint Michael Scogin as my Successor Personal Representative. My Personal Representative or my Successor Personal Representative shall serve without bond.

I, Gordon W. Bridwell, Jr., sign my name to this instrument this 16 day of September, 2008, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Gordon W. Bridwell Jr.
GORDON W. BRIDWELL JR.

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as her Last Will and Testament and that she signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge that Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Rayn Brown
Witness

Lena M. Stearns
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned and made oath that (s)he saw the within named Testator sign, seal and as the Testator's act and deed deliver the within Last Will and Testament and that (s)he with the other witness whose names are subscribed above, witnessed the execution hereof.

SWORN to before me this
16 day of September, 2008.

Rayn Brown
Notary Public for South Carolina
My Commission Expires: 9/30/14

Lena M. Stearns
Witness

EXHIBIT No 5. Pages 1 TO 4
WARRANTY DEED- GRANT OF LIFE ESTATE

I, Gordon W. Bridwell, Jr., referred to as GRANTOR, whose address is 709 Edwards Mill Road, Taylors, South Carolina 29687 herewith sells, bargains, and conveys for the amount of \$10.00 (Ten Dollars) to Life and Hope Assembly Of God, GRANTEE, who address is 1325 Brushy Creek Road, Taylors, South Carolina 29687, all of the following described real property, located in the State of South Carolina, County of Greenville,

All that certain trinagular lot of land in Chicks Springs Township in Greenville County, State of South Carolina, being shown as the rear poprtion of the Lots Nos., 3, 4, 5, 6, and 7 on Plat section No. 2, Edwards Forest, recorded in Plat Book RR at Page 21 and having according to a more recent survery made by D.C. Riddle, dated December 10, 1982 the following metes and bounds, to-wit.

Beginning at an iron pin in the rear line of Lot No. 7 in the line of Shockley property and running through Lots Nos., 7, 6, 5, 4, and 3 N. 33-38 W., 405.1 feet to pin in rear line of Lot 3 thence S. 51-41 E. 132.4 feet to pin, thence continuing S. 51-37 W. 1136.5 feet at the point of beginning.

This being the same property conveyed to Gordon William Bridwell to the Grantor by W.I. Elkin, Jr. as recorded in BOOK 700 PAGE 363.

*Deed recorded June 19, 1962
Map Number T29-1-63-2*

All that certain lot of land situated in the Northwestern site of Edwards Road, Chick Springs Township, Greenville County, State of South Carolina, containing 2.19 acres and having according to plat of property of William S. Edwards made by Dalton and Nerves in February 1954, the following metes and bounds, to-wit.

Beginning at an iron pin in the center of Edwards Road, corner of property now or formerly owned by W.B. Shockley, and running thence with said property S. 56-09 W. 500 feet to iron pin, thence S. 51-06, 381 feet to point in center of Edwards Road; thence with center of Edwards Road; the following courses and distances N. 10-55 W. 50 feet and No. 15-52 W. 232.8 feet to the point of beginning.

This being the same property conveyed to the Grantor R.L. Smith and Myrtle Smith, by deed recorded in BOOK 493 PAGE 56.

*Deed recorded Jan. 28, 1954
Map Number T29-1-30*

500 feet to iron pin, thence S. 51-06, 381 feet to iron pin, corner of Bridwell property, thence with line of Bridwell property N. 72-05 E. 381 feet to point in center of Edwards Road, thence with center of Edwards Road, the following courses and distances: N. 10-55 W. 50 feet and N. 15-52 W. 232.8 feet to the point of beginning.

Provided however, that the GRANTOR shall reserve and retain a life estate in the property having the right to possess, occupy and completely control the property during the grantor's lifetime.



2010000485

DEED

4 PGS

Book: DE 2356

Page: 4902-4905

January 05, 2010 02:52 01 PM

Cons: \$10.00

Rec: \$10.00

Cnty Tax: EXEMPT

State Tax: EXEMPT

FILED IN GREENVILLE COUNTY, SC

This being the Property 500 feet to an iron pin, thence S.51-06, 381 feet to iron pin, corner of Bridwell property, thence with line of Bridwell N.72-05 E.381 Feet to point in center of Edwards Road; thence with center of Edwards Road, the following courses and distances: N.10-55 W.50 feet and N. 15-52 W.232.8 feet to the point of beginning.

This being the same property conveyed to the Grantor R.L. Smith and Myrtle P. Smith, by deed in BOOK 493 PAGE 56.

Wherefore, I, Gordon W. Bridwell, Jr. AS GRANTOR, herewith GRANTED to Life and Hope Assembly of God Ministry, 1325 Brushy Creek Road, Taylors, South Carolina 29687 as the RECIPIENT to the herein described real estate property to have and to hold to RECIPIENT and RECIPIENTS heirs and assigns, absolutely.

GRANTOR represents that GRANTOR has a valid power to appoint such property, and GRANTOR further represents that this appointment is made properly under the terms of the document, described herein which created the power. GRANTOR further represents that the GRANTOR has not done or permitted any act whereby the power of appointment has been affected, waived or discharged. I declare this to be my final Trust and further declare that any future Will or Trust which shall be made or presented after this date, or any future date shall be considered to be fraudulent.

I have made this Warranty Deed-Grant of Life Estate of my own free will so that others who may need the help as I did will receive the help they need. Because of the help I received I will be able to live in the home of my childhood until my death, for which I will be eternally grateful.

My present personal real property, my automobile and furniture shall be sold. For this I appoint my cousin Raymond Eddie Bridwell. Eddie Bridwell shall be in charge of my pets, if any are still living at my death. All my personal real property and the sale thereof and distribution after my personal expenses have been paid shall be as follows: Rev. Ed. Blount, \$1,000.00, Rev. Gordon Moore, \$1,000.00 and Rev. Walker, \$1,000.00.

Should any individual herein disagree or have a dispute with my decision or hire an attorney for their share, or interfered with my decision in any manner, their part shall then be dissolved as not having been granted any part thereof.

Warranty Deed-Grant of Life Estate Page 2 of 3

JAN 05 2010

Book 4902 Page 4

GRANTOR shall defend the estate herein granted against any claims from anyone whosoever shall make a claim against said property, except property taxes for the present year, and any restrictive covenants of record. This conveyance is made with any applicable statutory warranty covenants of the state of South Carolina.

Gordon W. Bridwell, Jr.
Gordon W. Bridwell, Jr.

Witness: [Signature] Witness: [Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

On this date appeared the individual herein named. He appeared to be of sound mind, and under no duress, fraud, influence, and satisfactorily proved to me by presenting ID of South Carolina Drivers License to be the person named in this document herein written, Warranty Deed-Grant of Life Estate. He acknowledged he has fully read and understands the document and has signed of his own free and voluntary act and deed, and intent, for the purpose herein set forth in this document.

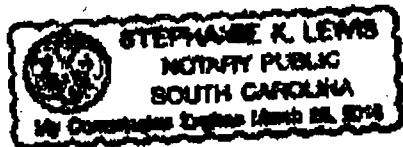
Signed this 31 day of December 2008.

[Signature]
Notary for South Carolina

My Commission Expires March 28, 2015

My Commission expires: _____

Warranty Deed-Grant of Life Estate Page 3 of 3



STATE OF SOUTH CAROLINA
COUNTY OF Greenville

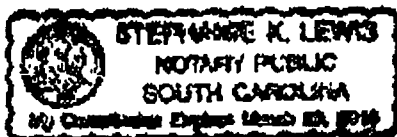
Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 709 Edwards Road, Taylors, SC 29687
bearing T29-1-102 County Tax Map Number T29-1-30 was transferred by Gordon William Brownell, Jr.
to Life and Hope Assembly on 31 December 2008
3. Check one of the following: The deed is
(a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) ☒ GIFT exempt from the deed recording fee because (see information section of affidavit):
 (If exempt, please skip items 4-7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
(a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of
(b) The fee is computed on the fair market value of the realty which is
(c) The fee is computed on the fair market value of the realty as established for property tax purposes which is
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here:
(b) Place the amount listed in item 5 above here:
(If no amount is listed, place zero here)
(c) Subtract line 6(b) from line 6(a) and place result here:
7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is:
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as GRANTOR
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 05
day of January 20 10.
Notary Public for
My Commission Expires

Fedra E. Campbell
Responsible Person Connected with the Transaction
FEDRA E. CAMPBELL
Print or Type Name Here



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2010000485 Book: DE 2366 Page: 4982-4985
January 05, 2010 02:52:01 PM
Timothy J. Manning

the Greenville County Department of Deeds, granting the final wish of the deceased.

As previously noted in Exhibit No. 5. Warranty Deed-Grant of Life Estate Pages 1-5

VI.

11. The following facts will prove that Gordon W. Bridwell, Jr. on the date of March 6, 2006 had made a Final Trust and Deed of Appointment, wherein he states his wishes to deed his property located at 709 Edwards Mill Road, Taylors, South Carolina 29687 to Life and Hope Assembly of God Ministries and Rev. Ellen Harris Ministries. EXHIBIT NO. 6 Pages ____ to ____.

He made delivery by addressing the envelope to Rev. Ellen Harris, (Rev. Ellen Harris is the same individual as Mary Ellen Harris) 44 Cunningham Circle, Taylors, South Carolina 29687. with proper affixed postage. The postal date was March 6, 2006, delivery was made by United States Postal Service. Rev. Ellen Harris received the envelope. Which contained the following:.

A handwritten note was enclosed with a typed document and the Trust as stated. and is shown previous in EXHIBIT NO. , Page_1 of _6_

VII.

13. WHEREFORE, , having submitted this Counterclaim and based on the facts as presented by the Defendant's, and according to South Carolina State Code Statute Law: 15-36-19 Frivolous Civil Proceedings Sanctions Act, Plaintiff's Complaint is a Frivolously cause of action.

The Defendant would respectfully request this Honorable Court to:

- (a) Dismiss Plaintiff's Complaint and to consider the South Carolina Elder Abuse Law S.C Code 43-35-85 Abuse and Neglect of Exploitation of a Vulnerable Adult



Mr. Gordon Bridwell
709 Edwards Mill Rd
Taylors SC 29687-4831

00108



EXHIBIT No 6. Pages 1 to 6

Rev. Ellen Harris
44 Cunningham Circle
Taylors, S.C.
29687

29687+3821

March 3, 2006

Dear Rev. Harris

I can't write much but I can type some.

You told me not to worry about being paid any money but you and Rev. James spent a lot of money taking me to Columbia to get this information I needed and made a lot of phone calls to save my home. I thank you for paying for everything. You know my check is small and I can barely make it some months. I can't pay you money but I have decided what I am going to do to pay you. I'm not good at expressing myself and when I try to tell how thankful I am about you saving my home place I can't talk for crying because I am so overjoyed. I tried to give my testimony in Rev. Blount's church and he helped me because I got all choked up. Nobody can really know how happy I am that I didn't lose my home place. I go to bed happy and get up happy.

Last week I went to a church in Greenville with a friend of mine. A man was there talking about estate planning. He was making deed and trust for the people in that church. I told him about my situation and how you had helped me. He gave me some advice and helped me to make my final trust and deed of appointment. He told me to get a description of my property. I had my property outline because Ms. Swaner gave it to me when my case was settled in probate court. So I took it to him and he helped me.

Please accept this for you and your church for all you have done for me.

I will call you to be sure you get this in the mail. If I have to do anything else you can let me know when I come to church on Sunday the 12th. I'm going to Rev. Blount's church this Sunday.

God bless you, your wonderful husband and your church family. Since I don't have a family all of you and your church people are my family too.

God bless


Brother Gordon

MY FINAL TRUST AND DEED OF APPOINTMENT

I, Gordon William Bridwell, Jr do this day declare that as of this date I have not made a Will or Trust or any apointment to the deed of my property. I, therefore this day delcare this to be my final Trust and plans for my residential property and my personal property.

I, Gordon William Bridwell, Jr., residing in Taylors, South Carolina, referred to in this deed as GRANTOR, herewith, pursuant to a general power of appointment, granted by Vera W. Bridwell died on 1/18/04. The estate of that descendent was administered in the Probate Court in Greenville County, Greenville, South Carolina, in File Number: 04ES2300169/ WHEREAS, it was determined that I, Gordon William Bridwel, Jr was duly declared the heir and in accordance with the laws of the State of South Carolina the property was released by Greenville County Probate Court to GRANTOR, in that Will, which was recorded on September 27, 2005 in Book No. 1799 Page 566, in regards to the following described real property, located in Greenville County, South Carolina:

All that certain trinagular lot of land in chicks Springs Township in Greenville County, State of South Carolina, being shown as the rear portion of the Lots Nos., 3, 4, 5, 6, and 7 on Plat of Section NO. 2, Edwards Forest, recorded in Plat Book RR at Page 21 and having according to a more reent survery made by D.O. Riddle, dated December 10, 1982 the following metes and bounds, to-wit.

Beginning sy sn iton pin in the rear line of Lot No.7 in the line of Shcokley property and running through Lots Nos., 7,6,5,4, and 3 N. 33-38W, 405.1 feet to pin in rear line of Lot 3 thence S.51-41 E. 132.4 feet to pin; thence continuuning S.51-06 E. 199.9 feet to pin at corner of Shockley property, thence with line of said property S.15-37W, 136.5 feet at the point of beginning.

This being the same property conveyed to Gordon William Bridwell to the Grantor by W. L. Elkin, Jr. as recorded in BOOK 714 PAGE 152.

With the following described property located at 709 Edwards Mill Road, Taylors, South Carolina 29687, as recorded in BOOK 700 PAGE 363.

All that certain lot of land situated in the Northwestern site of Edwards Road, Chick Springs Township, Greenville County, State of South Carolina, Containing 2.19 acres and having according to plat of property of William S. Edwards, made by Dalton and Nerves in February 1954., the following metes and bounds to, to-wit.

Beginning at an iron pin in the center of Edwards Road, corner of property now or formerly owned by W.B. Shockley, and running thence with said

property S.56-09W. 509 feet to iron pin, thence S.51-06,381 to iron pin, corner of Bridwell property; thence with line of Bridwell property N.72-05 E.381 fewet to point in center of Edwards Road, thence with center of Edwards Road, the followint courses and distances; N.10-55 W.50 feet and N. 15-52 W.232.8 feet to the point of beginning.

This being the same property conveyed to the Grantor R.L. Smith and Myrtle P. Smith, by deed recorded in BOOK 493 PAGE 56.

WHEREFORE, I, Gordon William Bridwell, Jr. AS GRANTOR, herewith appoint to Life and Hope Assembly of God Ministry and Rev. Ellen Harris, her Ministry and her Legal Mediation work, 1325 Brushy Creek Road, Taylors, P.O. Box 1133, Taylors, South Carolina 29687 as the RECIPIENT'S, to the above described real property, to have and to hold to RECIPIENT and RECIPIENT'S heirs and assigns, absolutely.

GRANTOR represents that GRANTOR has a valid power to appoint such property, and GRANTOR further represents that this appointment is made properly under the terms of the instrument, described above which created the power.

GRANTOR further represents that the GRANTOR has not done or permitted any act whereby the power of appointment has been affected, waived or discharged. I have made this decision on my own after giving much thought I declare this to be my final Trust and further declare that any future Will or Trust which shall change the REVIPIENT'S as stated above, or shall be made to anyone else or shall cause to be made and shall be made or presented after this date, or any future date shall be consider to be fraudulent, and made under pressure.

I have made this Trust-appointment of my own free will. I have not been asked to do this. I did this so that others who may need the help as I did, will receive the help they need. Because of the help I received from Rev. Ellen Harris, by getting the lien the state had against my house and property walved, I will be able to live in the home of my childhood until my death, for which I will be eternally grateful.

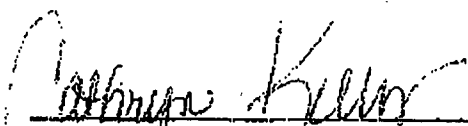
Upon my death I want the wishes I have made to be respected

As I have made this Final Trust and Deed of Appointment of my own free will,

On This 3rd day of March 2006.


Gordon W. Bridwell, Jr.

The above individual did this day sign this document in my presents. His South Carolina Drivers license was used for identification. He appeared to be of sound mind and was not under any influence of stress.

 March 03, 2006
Notary for South Carolina

My Commission expires: 01/31/2016



Final Trust and Deed of Appointment Page 3

- (b) To find the Will dated September 16, 2008 was Revoke and made Void by the deceased. That ownership to the property made by the Plaintiff be denied as Gordon W. Bridwell revoked and made void his will dated September 16, 2008 by a document he had a South Carolina Notary to witness, according to the South Carolina Law

Code: _____

- (c) To find for the Defendant's the Warranty Deed-Grant of Life Estate, dated 12/31/08 was the final wish of the decease, Gordon W. Bridwell, Jr.
- (d) To find for the Defendant's the Deed was properly executed and delivered by Gordon W. Bridwell, Jr. as his last wish.
- (e) To find that Life and Hope Assembly of God is a non-profit organization and is properly filed with the South Carolina Secretary of State. EXHIBIT No. 1, Page 1.
- (f) To find the deed was properly accepted and filed at the office of Greenville County Deeds by Life and Hopc Assembly of God with all legal rights pertaining thereto .
- (g) To Dismiss the Les Pendes the Plaintiff has filed against the property located at 709 Edwards Mill Road, Taylors, South Carolina.
- (h) To find that at no time during the execution of the Warranty Deed-Grant of Life Estate was Mr. Bridwell in a condition of great mental weakness. There is no proof he had ever been diagnosed as incompetent or could not make his own decisions, or that he was unable to consent and manage his own affairs; which must be done to comply with South Carolina law under Section 44-46-20 and 62-5-504,B (4)

VIII

The Defendant's Prayerfully request this Honorable Court to consider that even though the deceased cannot be here today in this Honorable Court to give his testimony, he gave his testimony prior to his death by his actions and his testimony he wrote. There has to be logical and common sense reason for an individual to make a Will and then Revoke and made Void the Will three and a half months later. The deceased, Gordon W. Bridwell, Jr. stated his reason for revoking and making void the will dated September 16, 2008 and original decision to deed his property by trust to Life and Hope Assembly of God.

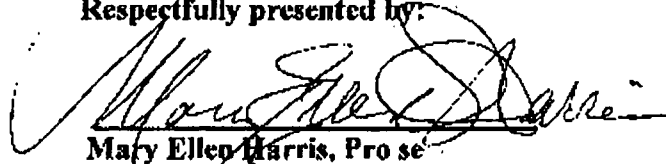
To grant to the Defendant's the request made by the deceased in his Warranty Deed-Grant of Life Estate and to respect his final wish to deed his property to Life and Hope Assembly

of God church, and to grant to the Defendant's such other and further relief as may seem just and proper.

Your Honor, On page 2, paragraph 7 of the Warranty Deed-Grant of Life Estate, the deceased requested that attorney's not get involved with the decision he made in his Trust and reads as follows: (should any individual herein disagree or have a dispute with my decision or hire an attorney for their share, or interfered with my decision in any manner, their part shall hen be dissolved as not having been granted any part thereof).

Your Honor I have endeavored to abide by the wishes of the deceased and have not hired and attorney to respect the wish of the deceased. Raymond Eddie Bridwell believes in hiring an attorney for his Complaint, that I will be forced to hire and attorney and that will put us both on the same page as being equal in receiving from the deceased.

Respectfully presented by:



Mary Ellen Harris, Pro se
Pastor of Life and Hope Assembly of God
1325 Brushy Creek Road, Taylors, SC 29687
P.O. Box 26431
Greenville, South Carolina 29615
Phone: 864-244-9735

Dated 5/24/10

George E. Lefaye, IV
Attorney for Plaintiff
P.O. Box 3644
Greenville, SC 29609

Personal Delivery on: _____ Rec.by: _____

STATE OF SOUTH CAROLINA 24 PM 12: 24

IN THE CIRCUIT COURT

COUNTY OF GREENVILLE

2010-CP-23-2382

The Estate of Gordon W. Bridwell, Jr. by)
Raymond Eddie Bridwell, Personal)
Representative,

Plaintiff,)

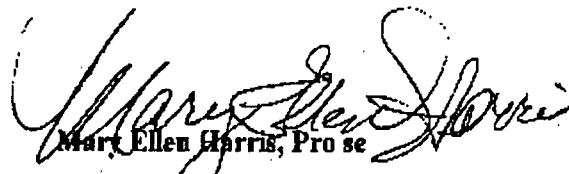
CERTIFICATE
OF

DELIVERY

)
Life and Hope Assembly of God,)
Mary Ellen Harris, and John Doe,)
Representing, unknown persons claiming to)
Life and Hope Assembly of God.)

The undersigned certifies that she duly served a copy of Defendant's Counterclaim by
delivery to Plaintiff's attorney at his address as follows:

George E. Lafaye, IV
201 Whitsett Street
Greenville, S.C. 29601.


Mary Ellen Harris, Pro se

Pastor of Life and Hope Assembly of God

P.O. Box 26431

Greenville, SC 29615

Phone: 864-244-9735

May 24, 2010
Greenville, SC

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
-7 PM 4: 2010-CP-23-2382

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1. All allegations contained in the Complaint which are not herein expressly admitted, modified or otherwise explained are hereby denied and strict proof thereof is demanded.
2. The allegations contained in paragraphs 1, 2 and 3 of the Complaint are admitted upon information and belief.
3. The allegations contained in paragraph 4 of the Complaint are admitted.
4. As the Defendants are without sufficient information upon which to admit or deny the allegations contained in paragraph 5 of the Complaint, the same are denied and strict proof thereof is demanded.
5. The allegations contained in paragraph 6 of the Complaint are admitted.

6. The allegations contained in paragraph 7 of the Complaint are denied and strict proof thereof is demanded.

7. As the Defendants are without sufficient information upon which to admit or deny the allegations contained in paragraph 8 of the Complaint, the same are denied and strict proof thereof is demanded.

8. The Defendants admit so much of the allegations contained in paragraph 9 of the Complaint as allege that Mary Ellen Harris, the pastor of Life and Hope Assembly of God, knew Gordon J. Bridwell, Jr.. The remaining allegations thereof are denied and strict proof thereof is demanded.

9. The allegations contained in paragraphs 10 and 11 of the Complaint are admitted.

10. The Defendants admit so much of the allegations contained in paragraph 12 of the Complaint as allege that the document conveys certain property to Life and Hope Assembly of God, while reserving a life estate to the grantor. The remaining allegations thereof are denied and strict proof thereof is demanded.

11. The allegations contained in paragraphs 14, 15, and 16 of the Complaint are denied and strict proof thereof is demanded.

12. The allegations contained in paragraph 18 of the Complaint are admitted upon information and belief.

13. The allegations contained in paragraphs 19 and 20 of the Complaint are denied and strict proof thereof is demanded.

14. The allegations contained in paragraph 22 of the Complaint are denied and strict proof thereof is demanded.

15. The Defendants admit so much of the allegations contained in paragraph 23 of the Complaint as allege that Mary Ellen Harris is not an attorney licensed in any state. The remaining allegations thereof are denied and strict proof thereof is demanded.

16. The allegations contained in paragraphs 24, 25, 26, and 27 of the Complaint are denied and strict proof thereof is demanded.

FOR A SECOND DEFENSE

(Failure to State a Cause of Action)

17. All preceding allegations and defenses are incorporated herein as fully as if repeated verbatim.

18. The Plaintiff's causes of action fail to state a claim upon which the Plaintiff can be granted relief. The Defendants are informed and believes that the Plaintiff's causes of action should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A THIRD DEFENSE

AND BY WAY OF COUNTERCLAIM

(Attorney's Fees and Costs)

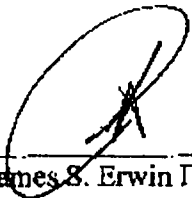
19. All preceding allegations and defenses are incorporated herein as fully as if repeated verbatim.

20. The Defendants have incurred and will continue to incur attorney's fees and costs for the defense of this action as a result of the actions of the Plaintiff. The Defendants are entitled to attorney's fees and costs from the Plaintiff.

WHEREFORE, the Defendants pray:

A. That the relief sought by the Plaintiff be denied;

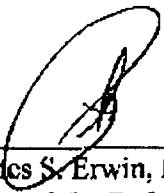
- B. That the claims of the Plaintiff be stricken as set forth hereinabove;
- C. For attorney's fees and costs from the Plaintiff, and
- D. For such other and further relief as this Court deems just and proper.



James S. Erwin III, Esquire
ERWIN LAW FIRM, P.A.
413 Gentry Memorial Highway
Easley, SC 29640
(864) 855-4595
Counsel for Defendants Life and Hope
Assembly of God and Mary Ellen Harris

Dated : 9/7/10 _____

The Defendants hereby demand a jury trial.



James S. Erwin, III, Esquire
Counsel for Defendants Life and Hope
Assembly of God and Mary Ellen Harris

P R O C E E D I N G S

1
2 **THE COURT:** Okay. Let's go ahead and call to
3 bar the case of the Estate of Gordon W. Bridwell,
4 Jr. versus Life and Hope Assembly of God, case
5 number 2010-CP-23-2382. The parties are prepared
6 to proceed?

7 **MR. LAFAYE:** Uh, the plaintiff is, Your
8 Honor.

9 **THE COURT:** All right. Mr. Erwin?

10 **MR. ERWIN:** Your Honor, I believe it may be
11 helpful if I could bring my client in.

12 **THE COURT:** Sure. Yeah. Yeah.

13 **MR. ERWIN:** What I'll do is on the record
14 request a continuance based upon her condition.

15 **THE COURT:** I understand.

16 **MR. ERWIN:** Apparently, a witness was out of
17 town. It may be helpful if the court -- and I
18 believe the court is going to deny that request,
19 but it may be helpful for her to hear that from
20 Your Honor and, in addition, the Court might
21 explain to her the potential risks of going forward
22 given -- and I don't know what Your Honor is
23 comfortable with as far as commenting on the facts.
24 For certain, if Your Honor would feel comfortable
25 saying that there is, at least based upon the

1 information you've been provided from both sides, a
2 likelihood or a distinct possibility -- some phrase
3 like that -- that you may lose and encourage her
4 again to entertain the settlement offer.

5 **THE COURT:** Okay.

6 **MR. ERWIN:** I don't know what you're
7 comfortable with.

8 **THE COURT:** All right. I'll fashion
9 something. I probably will not go quite that far.
10 I'll fashion something.

11 **MR. ERWIN:** Okay.

12 (WHEREUPON, there is a pause.)

13 **THE COURT:** Mr. Erwin, do you have a motion
14 that you need to make, sir?

15 **MR. ERWIN:** I do, Your Honor. We move for
16 continuance of the trial in this case. Your Honor,
17 my client is ill and has been up all night
18 vomiting. Apparently, her daughter had the same
19 condition last week. It's been difficult for me to
20 have a conversation with her in the hall. She
21 indicates it's very difficult for her to talk. She
22 is, of course, the primary witness in this case.

23 In addition, Your Honor, it's my understanding
24 that Reverend Blunt, an additional witness who was
25 supposed to be here, had to leave at five o'clock

1 yesterday and apparently will not be back in town
2 until the 18th according to the information
3 supplied by my client. We would ask for a
4 continuance at this time.

5 **THE COURT:** Okay. Plaintiff's position on
6 that?

7 **MR. LAFAYE:** The Plaintiff's position is,
8 Your Honor, this case was originally set to go to
9 trial on July. It was continued to this term of
10 court with the full knowledge and consent of the
11 defense. If they don't have their witness ready,
12 they could have taken care of that a long time ago.

13 As far as the sickness is concerned, Your
14 Honor, again, this is a case that I think needs to
15 go. This isn't a situation where, uh, where --
16 this case just needs to be tried for the physical
17 and mental health of all the parties involved.
18 This, again, has been going on a while. We would
19 oppose the motion for continuance.

20 **THE COURT:** All right. Okay. Uh, Mrs.
21 Harris?

22 **MRS. HARRIS:** Yes, Your Honor.

23 **THE COURT:** I'm sorry that you are feeling
24 poorly. I'm sorry that you find yourself in that
25 state.

1 **MRS. HARRIS:** Sorry.

2 **THE COURT:** Let me ask another question
3 before I ask that. Is it my understanding from our
4 conversations that, uh, that y'all had agreed to
5 hear the portion of the case dealing with the
6 validity of the deed non-jury and to bifurcate that
7 portion of the trial from the undue influence
8 portion, is that correct?

9 **MR. ERWIN:** Yes, Your Honor. That's
10 correct.

11 **MR. LAFAYE:** That is correct.

12 **THE COURT:** Are those the two causes of
13 action?

14 **MR. ERWIN:** Those are the two causes.

15 **THE COURT:** And that's by agreement between
16 the parties?

17 **MR. LAFAYE:** It is.

18 **MRS. HARRIS:** I don't understand what you're
19 talking about.

20 (WHEREUPON, inaudible discussion is held between
21 Mr. Erwin and Mrs. Harris.)

22 **THE COURT:** Okay. All right. Uh, I don't
23 know if you took all that down on the record. But
24 just note for the record that Mr. Erwin explained
25 to Mrs. Harris the manner of proceeding and consent

1 between the parties to proceed on the validity of
2 the deed question non-jury before striking the jury
3 in the case.

4 Mrs. Harris, again, as I suggested to you, I'm
5 sorry that you're feeling ill. I can see that you
6 are and I can see that you are not putting on. But
7 I understand that these cases that come before the
8 court are very stressful to litigants. I believe
9 that one of the reasons that you may be feeling
10 this illness and you may be suffering such a
11 physical infirmity is due, in part, to the stress
12 that you are experiencing as a consequence to this
13 trial and the best thing that I can do for you is
14 to get this trial behind you.

15 Now, the first portion of the case has been by
16 consent determined that we'll hear it non-jury,
17 which means that you will not have to address your
18 concern or your case to a jury. You will do it in
19 front of me. And we can be very slow and
20 deliberate. If we need to take regular breaks,
21 we'll take regular breaks. And I'll be as
22 considerate as I possibly can insofar as scheduling
23 is concerned.

24 I'll tell you as well that I recognize, of
25 course, that this is potentially a very stressful

1 event for you. It's always preferable for two
2 litigants to settle their cases as opposed to
3 having a third person and/or a jury decide disputes
4 for you. Therefore, in order to give you the
5 opportunity to fully discuss and negotiate this
6 case, I'm going to extend you another 10 minutes
7 where y'all can discuss this case.

8 And if there are offers that had been extended
9 one to the other, I would, uh, I would suggest that
10 you reconsider those offers that may have been
11 extended. I don't know exactly what they were
12 necessarily -- and know that I don't have any
13 predisposition about this case whatsoever. I
14 haven't heard any of the evidence. I have spoken
15 to the lawyers about it in chambers. They've given
16 me a fairly objective recitation of the facts as
17 they think that they will be. But of course, I
18 don't know that everything they have told me would
19 be ultimately admissible into evidence. I don't
20 have any predispositions about this case.

21 What you do need to know is this, that is,
22 there is a possibility that you will not be
23 successful in this case just as there is a
24 possibility that you will be successful. Based on
25 the facts of this case, I think that the plaintiff

1 feels very strongly that he will prevail in this
2 case. There is case law that would substantiate
3 his position from a legal prospective. I don't
4 take any position on that right now. But what I
5 will do is I'm going to step down from the bench
6 for 10 minutes and I'm going to let y'all discuss
7 it. And then if after 10 minutes, you can't come
8 to a resolution about this case, what we'll do is
9 we'll proceed. We'll proceed with the first part
10 of the trial, which is the bench trial. Okay. And
11 like I said, we'll be as slow and deliberate as we
12 possibly can taking into consideration your, uh,
13 physical condition right now.

14 **MRS. HARRIS:** Okay, Your Honor.

15 **THE COURT:** Okay. All right. I'll come
16 back on the bench according to that clock at 10
17 o'clock.

18 **MRS. HARRIS:** Thank you, Your Honor.

19 **MR. LAFAYE:** Thank you.

20 **MR. ERWIN:** Yes, sir.

21 (WHEREUPON, a short recess is taken.)

22 **THE COURT:** Keep your seats, Ladies and
23 Gentlemen. Keep your seats. Okay. We prepared to
24 proceed?

25 **MR. LAFAYE:** Yes, Your Honor.

1 **THE COURT:** All right. The case has been
2 sounded. Uh, Mr. Lafaye, you can call your first
3 witness, sir.

4 **MR. LAFAYE:** I'm going to call Eddie
5 Bridwell.

6 **THE CLERK:** Place your -- come step around
7 please. Place your left hand on the Bible and
8 raise your right hand.

9 **EDDIE BRIDWELL**
10 having first been sworn, testifies as follows:

11 **THE CLERK:** Thank you. Please state your
12 name.

13 **THE WITNESS:** Uh, Eddie Bridwell.

14 **THE CLERK:** Thank you. Please have a seat.

15 **DIRECT EXAMINATION**

16 **BY MR. LAFAYE:**

17 **Q** Mr. Bridwell, how are you related to, uh,
18 Gordon W. Bridwell, who is the decedent?

19 **A** Uh, he is my cousin.

20 **Q** Did he have any other family living here in
21 Greenville?

22 **A** No family.

23 **Q** Give a little bit of your background. Where
24 did you grow up?

25 **A** I lived in Taylors, Greer all my life.

1 Q Now, when Butch was alive, who had the original
2 of that will?

3 A I did.

4 Q And after he died, did you deliver that to the
5 probate court?

6 A I did.

7 Q Did you fill out the application and all that
8 to become the personal representative?

9 A Yes, I did.

10 Q Are you still the duly serving personal
11 representative of that estate?

12 A Yes, I am.

13 Q At any point during your service as personal
14 representative, has anybody ever challenged the validity
15 of that will to say that it wasn't -- it was either not
16 properly executed or that it had been revoked?

17 A Uh, nobody.

18 Q You ever seen any documents from Mary Ellen
19 Harris that would indicate that that will had been
20 revoked?

21 A Uh, yes, sir. It was a document that said it
22 had been revoked.

23 Q All right. All right. I'm going to ask you to
24 take a look at this document and tell me if you recognize
25 that.

1 Q Keep on moving. On that document, the last one
2 that's been marked as Exhibit number 2, as personal
3 representative of the estate, after you've looked at
4 that, did you think that's a valid revocation of a will
5 signed by your cousin, Gordon Bridwell?

6 A No way.

7 Q And why is that?

8 A Uh, well, cause of the reasons I just
9 mentioned. Also, it's got his will. It says revoke,
10 void. That's something he should have wrote on there. I
11 don't think he wrote that.

12 Q Were you familiar with his handwriting?

13 A Yeah.

14 Q Does that look like something he actually --

15 A No, it does not.

16 Q All right. When did you first meet Mary Ellen
17 Harris?

18 A At the funeral of my cousin Gordon Bridwell.
19 She came up to me and introduced herself and said that I
20 know that there was a will. I told her no, I didn't. I
21 told her that I had the original will. That's basically
22 what we said.

23 Q Okay. And I think the next thing you did was
24 you went to probate court with the original will, right?

25 A I did. Yes.

1 indication from his records that he actually transferred
2 this property ---

3 A No.

4 Q --- to Mary Ellen?

5 A Nothing.

6 Q And what are you asking the Court to do here
7 today, Mr. Bridwell?

8 A Uh, I think this is all fabricated, the
9 documents that Mrs. Harris has produced. Uh, I want for
10 this to be just, uh, -- I think she's trying to rip me
11 off. I just want it to, uh, I don't know, be settled. I
12 don't know how to put it. I think I should have
13 possession of everything since these documents have been
14 forged and all that.

15 Q Uh, thank you, Mr. Bridwell. Please answer any
16 questions that Mr. Erwin might have for you.

17 MR. ERWIN: May it please the Court?

18 THE COURT: Yes, sir.

19 **CROSS-EXAMINATION**

20 **BY MR. ERWIN:**

21 Q Mr. Bridwell, you are aware that the home in
22 which Gordon was residing was subject to -- initially to
23 a Medicare lien?

24 A I am.

25 Q And that was as a result of his mother's last

1 illness expenses?

2 A That's correct.

3 Q In fact, you weren't the one that helped
4 resolve that situation, were you?

5 A I am not.

6 Q In fact, it was Mary Ellen Harris that did
7 that?

8 A That's correct.

9 Q And she's not related to him. In fact, you
10 are, correct?

11 A That's correct.

12 Q You didn't provide any assistance to him in
13 that situation to help secure the place where he was
14 living?

15 A No, I did not.

16 Q And in fact, uh, was there a situation
17 involving him and a vehicle in the short period of time
18 before his death? Do you recall that?

19 A Uh, he -- he had numerous vehicles. I helped
20 him purchase probably five or six vehicles.

21 Q What's the last car that you helped him
22 purchase?

23 A It was a 1996 Geo Metro.

24 Q In fact, it had a large number of mechanical
25 problems, didn't it?

1 A This car is like over 10 years old. Of course,
2 it's going to have a few problems.

3 Q Well, it had more than just a few. In fact, he
4 got stranded numerous times in that vehicle, didn't he?

5 A That's right.

6 Q And this is a car that you helped him purchase?

7 A That's right.

8 Q Now, whose money did you use to purchase that,
9 his or yours?

10 A Uh, I think he brought it himself. I always
11 throwed in a few dollars to help him out.

12 Q He paid the vast majority of expense of that
13 car, didn't he?

14 A He did. Yes.

15 Q Did you take him -- did you go with him to help
16 him buy it?

17 A Uh, I don't remember. I think he just -- I
18 think he purchased it on his own.

19 Q In fact, you took him to buy that car, didn't
20 you, but used his money to do it, right?

21 A It's been so long, I can't remember.

22 Q In reality, Mr. Bridwell, you didn't really
23 give Gordon any financial assistance, did you?

24 A I helped him out a lot of times on getting
25 cars. Sometimes, he would have to sell his other cars

1 before he brought the next car. I would throw in a few
2 dollars to help -- to help. Sometimes, I would actually
3 pay the -- pay for the car and when he sold his other
4 car, he'd pay me back.

5 Q He would pay you back? So if you gave him any
6 money, it was in the form of a loan, right?

7 A Uh, yes.

8 Q So this man who lived on \$600 a month, uh, had
9 to pay you back the money that you gave him, right?

10 A There was a lot of times I just forgave that.

11 Q Well, that's not my question. My question is
12 the man who lived on \$600 a month had to pay back the
13 money that you gave him.

14 A Right.

15 Q Right?

16 A Yes.

17 Q Now, how much did you make a month?

18 A A month? I made about \$40-something-thousand a
19 year.

20 Q Substantially more than he did?

21 A Oh, definitely, yes.

22 Q And you had other assets, property that you
23 owned, property that you inherited?

24 A Right.

25 Q Commercial property that you inherited, right?

1 A Yes.

2 Q So you had substantially more wealth and assets
3 and financial ability than Gordon did?

4 A Definitely, yeah.

5 Q Now, you took him to get this will drawn up,
6 this Exhibit number 1?

7 A He went on his own free will. I told him I
8 would pay for it if he wanted to get a lawyer to do it.

9 Q So you paid the lawyer?

10 A I did.

11 Q To do it. Did you take him to the lawyer's
12 office?

13 A No, I did not. He took himself.

14 Q When did, uh, -- did you arrange the
15 appointment for him?

16 A No, I told Gordon to set up an appointment any
17 time he wanted to. So he's the one that set the
18 appointment.

19 Q Okay. But you -- when did you give him the
20 money? Did you give him the money to carry with him to
21 the lawyer?

22 A I paid the lawyer myself. I paid the lawyer
23 before he ever showed up.

24 Q So you went to the lawyer's office and paid the
25 lawyer and then Gordon went in. And as a result of that

1 meeting, this will that benefits solely you was signed by
2 Mr. Bridwell, Gordon.

3 A I asked Gordon to make the will out any way he
4 wanted to. It didn't have to be me. It could be
5 anybody. That's what he chose to do.

6 Q At the lawyer's office that you paid for in
7 advance?

8 A In advance, yes.

9 Q When did you get the original of the will?

10 A Probably like a day or two after he picked it
11 up.

12 Q Okay. So he signed it on -- according to this,
13 September the 16th of 2008 is what Exhibit number 1 tells
14 us.

15 A Yeah.

16 Q And so you would have gotten it just a few days
17 after that?

18 A Right.

19 Q You had the original in your possession the
20 whole time thereafter?

21 A Yes, I did.

22 Q Okay. All right. You recall having a
23 conversation with Mary Ellen Harris, uh, about, uh,
24 requesting that, uh, she made changes to some documents
25 for you?

1 A Can you be more specific?

2 Q Well, changing a will to benefit you. You
3 recall having that conversation? A will of Gordon's to
4 benefit you. You recall that?

5 A No, I don't.

6 Q You recall telling her that you had checked
7 with the lawyer's office. They don't keep copies of
8 those. So if she would type that for you, you would
9 appreciate that?

10 A I don't remember talking about it.

11 Q You and, uh, Gordon ever get into any
12 arguments?

13 A Uh, no. He would get upset with me sometimes,
14 but we would never get into arguments.

15 Q In fact, he got really upset about that last
16 car that you helped him get, right?

17 A Never happened.

18 Q The car that stranded him?

19 A No.

20 Q He got really upset with you because you didn't
21 help him in any material way, did you?

22 A I helped him every time he asked for help.

23 Q How many times did you go over to his house the
24 year before he died?

25 A Uh, I'd say at least once a month.

1 Q How many times would you take him to the
2 doctor?

3 A I never took him to the doctor. I took him to
4 the hospital several times.

5 Q In fact, isn't it true that Gordon had to rely
6 on other people, especially people from his church to
7 provide assistance for him because he couldn't rely on
8 you?

9 A I don't know who actually took him to the
10 doctor.

11 Q It wasn't you, was it?

12 A I remember taking him to a doctor for his
13 prostate one time, yeah. He woke up one morning and he
14 couldn't urinate, so he asked me if I'd take him to the
15 doctor about that. He really had a bad problem.

16 Q And that's the one doctor visit you recall?

17 A Yes.

18 Q Okay.

19 A Usually, he would take himself to the doctor.

20 Q In fact, when your attorney asked you if you
21 were aware of anybody challenging the will that you
22 submitted to the probate court in this case, you
23 testified no, you weren't. In fact, your later testimony
24 showed that you were aware of that, correct? In fact,
25 this lawsuit in Plaintiff's Exhibit number 2, which is a

1 Q Okay. And look at the attachment to
2 Plaintiff's number 2, which purports to be a copy of the
3 will, which is Plaintiff's number 1. Do those copies
4 look the same? Does this look like a copy of Plaintiff's
5 number 1 to you?

6 A Let me see here. Yes, it does. Yes.

7 Q Okay. And certainly, you had, by your own
8 testimony, the original of the will, correct?

9 A Yes, I do.

10 Q To your knowledge, did Gordon have a copy of
11 it?

12 A Yes, he had a copy.

13 Q Okay. You aware of anyone else who had a copy
14 of the will?

15 A Nobody.

16 Q Besides the lawyer who drew it up?

17 A Well, the lawyer told me he does not keep
18 copies.

19 Q Of the will?

20 A Of the will. No. He does not keep copies.

21 Q Okay. So to your knowledge, the only two
22 people who had anything to do with that will in terms of
23 copies of it, you had the original and Gordon had a copy?

24 A That's right.

25 Q Okay. And upon Gordon's death, you took

1 possession of his personal belongings, correct?

2 A That's correct.

3 Q You already testified that you went through all
4 the documents and everything he had so you, the personal
5 representative, took physical possession of all of that
6 stuff.

7 A I did.

8 Q So in other words, to the exclusion of everyone
9 else, in other words, nobody else had access to go get a
10 copy of that will, right?

11 A Yes.

12 Q Is that true?

13 A That's true.

14 Q Okay. You are telling us that you didn't
15 generate Plaintiff's Exhibit number 2. You didn't make
16 that document?

17 A No way.

18 Q So that leaves only Gordon who had a copy of
19 the will that could be attached to the document that's
20 Plaintiff's Exhibit 2, correct?

21 A Yes.

22 Q Still, it is your belief though that he didn't
23 revoke that will?

24 A He definitely did not revoke it.

25 Q And it's your belief because y'all got along so

1 well and spent so much time together.

2 A Right.

3 Q Okay. All right. I have no further questions.

4 **REDIRECT EXAMINATION**

5 **BY MR. LAFAYE:**

6 Q Mr. Bridwell, I just have a couple of follow-
7 ups. This Geo Metro y'all talked a lot about, whose
8 decision was it to buy a Geo Metro?

9 A Uh, that was Gordon's decision. He had been
10 talking about a Geo Metro at least a year before we ever
11 bought anything.

12 Q What was the appeal of the Geo Metro?

13 A A Geo Metro gets terrific gas mileage, like
14 over 40 miles to the gallon gasoline. A person in that
15 position, uh, if he doesn't have to pay a lot for
16 gasoline, then that's to his benefit.

17 Q Now, you came and hired me in the early part of
18 2010, wasn't it?

19 A Yes.

20 Q And after you hired me, were most of the
21 documents you got because they were sent to me or I got
22 them for you, isn't that right?

23 A That's correct.

24 Q Okay. On that Metro, I want to ask you if you
25 recognize this picture?

1 that that be introduced as number 3.

2 **MR. ERWIN:** I have no objection.

3 **THE COURT:** All right. Without objection,
4 the same is admitted into evidence.

5 **(WHEREUPON, Plaintiff's Exhibit 3 is admitted into**
6 **the record.)**

7 **MR. ERWIN:** If I may just follow up on that.

8 **THE COURT:** Sure. Yes, sir.

9 **RECROSS-EXAMINATION**

10 **BY MR. ERWIN:**

11 **Q** You haven't sold the car?

12 **A** Yes, the car has been sold, yeah.

13 **Q** Okay. Who did you sell it to?

14 **A** His name is Jerry Knox.

15 **Q** And how much did you sell it for?

16 **A** Uh, \$750.

17 **Q** And where is the car sitting in this
18 photograph?

19 **A** That's at Jerry Knox's house, where he lives.
20 It's in Easley.

21 **Q** Okay. You sold it for \$750?

22 **A** Correct..

23 **Q** When did you sell it?

24 **A** Probably like a month after he died, maybe two
25 months.

1 name to your name?

2 A That's just the way they do business, I guess.

3 I don't know.

4 Q Did you sign for his estate as personal
5 representative and then transfer it to yourself?

6 A No.

7 Q And you did this two months after he died?

8 A No, I transferred the title before he died.

9 The last -- the day that he died, I transferred his
10 title.

11 Q To who?

12 A To me.

13 Q The day he died?

14 A Yes.

15 Q How? You weren't even appointed by the probate
16 court yet.

17 A I know that. I try to get it out of -- tried
18 to get it in my name before he actually died. See, he
19 died that morning. I was down there to the Highway
20 Department getting it transferred before he actually
21 died.

22 Q Did you have a Power of Attorney from him?

23 A I -- this is the will that he gives me.

24 Q Let's back up, just so that I understand the
25 timing of it.

1 A Okay.

2 Q He died at what time during the day?

3 A Uh, I don't remember really. 10 o'clock. I
4 don't know.

5 Q In the morning?

6 A In the morning. I was there when they first
7 opened.

8 Q At the DMV?

9 A Right.

10 Q On the day of his death, but prior to his
11 death, you were at the DMV to transfer the title to
12 yourself?

13 A Right.

14 Q Now, the only document that Gordon had ever
15 signed in your favor was the will that is Plaintiff's
16 Exhibit number 1, right?

17 A Yes.

18 Q Which means that you did not have the document
19 called Power of Attorney, right?

20 A I don't think I did.

21 Q So the title to that Geo was in the name of
22 Gordon Bridwell.

23 A Correct.

24 Q Okay. I'm going to submit to you, Mr. Bridwell
25 that -- did you have a Bill of Sale from Gordon?

1 A Uh, --

2 Q Did you have anything signed by Gordon that
3 conveyed that car to you?

4 A No. I don't think I did. I didn't buy it from
5 him.

6 Q You didn't buy it?

7 A I didn't buy it from him.

8 Q Before I ask the next set of questions. Tell
9 me why it was so urgent that, when your cousin was laying
10 obviously dying at his home, that instead of caring for
11 him on his death bed, you were at the DMV at 8:30 that
12 morning. Why?

13 A That was a Monday morning, I think. The Monday
14 morning -- I was going to do it like the Friday before.
15 I can't remember why I didn't do it, but it got postponed
16 to Monday morning. I knew he was about to pass away, so
17 I wanted to get it out of his name so I could pay the
18 bills, you know, like funeral expenses and all that.

19 Q Okay. Well, still, I'm going to ask the same
20 question. Why the urgency of doing it Friday or doing it
21 money morning as your cousin lay dying? You needed that
22 car to liquidate it to pay his bills?

23 A I didn't need it, no. I was trying to -- I
24 knew I had money I'd be paying out, like for funeral
25 expenses and all this. That was what I was thinking,

1 that that would help to pay for that.

2 Q Okay. We need to talk about this for just a
3 minute. The will, Plaintiff's Exhibit number 1, ---

4 A Uh-huh.

5 Q --- of which you have the original from roughly
6 the 18th of September 2008 says I give, devise and
7 bequeath all of my estate, both real and personal to my
8 cousin Raymond Eddie Bridwell to be his outright. -----

9 Correct?

10 A Right.

11 Q That would include the car, right?

12 A Yes, sir.

13 Q So then you would know, as the sole beneficiary
14 of the will that that car would come to you.

15 A Right.

16 Q Correct? And that you -- I mean, you've
17 inherited property before?

18 A My mother and father's property, yes, sir.

19 Q So you understand the probate process.

20 A Uh-huh.

21 Q You knew that you, because you were also
22 appointed as a personal representative of this will, had
23 the ability to take possession because you took
24 possession of all his paperwork, right?

25 A Uh-huh.

1 Q So you knew that you had the ability to take
2 possession of his car, right?

3 A Right.

4 Q In fact, as the personal representative, to
5 liquidate, i.e., sell the car to pay for his costs of
6 burial and other expenses?

7 A Right.

8 Q So back to the question, why, as your cousin
9 lay dying and, in fact, died by 10 o'clock that morning,
10 were you at the DMV transferring the car to your own
11 name?

12 A Probate takes a long time to get your money.
13 If I get it before he dies, then I don't have to wait six
14 months, a year or whatever.

15 Q So that was still more important -- you not
16 waiting on money, was still more important than attending
17 to your cousin as he lay dying?

18 A My cousin was being taken care of.

19 Q By who?

20 MR. LAFAYE: Your Honor, I'm going to object
21 at this point. This is about -- this portion --
22 portion of the trial is about the validity of the
23 document. I think we've gotten way past that. I
24 think we're starting to answer the same questions
25 over and over again.

1 **MR. ERWIN:** If I may explain.

2 **THE COURT:** Yes, sir.

3 **MR. ERWIN:** Your Honor, I think clearly this
4 issue goes to the revocation of the will. I think
5 those actions that he's just describing are only
6 consistent with someone who realizes that maybe his
7 ability to inherit is gone. The will that he was in
8 possession of is revoked. I think this is -- it
9 goes directly to that and it goes directly to
10 credibility.

11 **THE COURT:** Okay. All right. I'm going to
12 overrule the objection. The issue of the car was
13 brought up on redirect examination. Uh, but I think
14 if the point you are trying to make is what you just
15 purported, I got it.

16 **MR. ERWIN:** Okay. Then I'll be very brief
17 with some followup that's sort of to the side of
18 that.

19 **THE COURT:** Okay.

20 **BY MR. ERWIN:**

21 **Q** Mr. Bridwell, I'm going to submit to you that
22 in the probate process, you can actually get the court's
23 permission to liquidate those assets. In fact, the will
24 gives you that authority. So you weren't going to have
25 to wait. You understand that?

1 **A** I did not know.

2 **Q** Okay. Uh, who was attending to your cousin?

3 **A** Uh, my sister, she is a home health caregiver..

4 She requested that -- he was in the hospital. They
5 transferred him to her house so that he could actually
6 die not being in a hospital.

7 **Q** Okay.

8 **A** To be with his family.

9 **Q** To be with his family?

10 **A** With his family.

11 **Q** Except you, because you were at the DMV, right?

12 **A** Right. I was at the DMV, yes.

13 **MR. LAFAYE:** Nothing further, Your Honor.

14 **THE COURT:** Okay. All right. You may step
15 down, sir. Thank you very much.

16 **MR. LAFAYE:** Your Honor, at this point, I'm
17 going to ask that, uh, -- we sequester the witnesses
18 who may testify. I think he was potentially going
19 to testify. I'm going to call Mrs. Harris. I would
20 like the other potential witnesses to be removed
21 from the courtroom during that testimony.

22 **THE COURT:** All right. Okay. Mr. Erwin?

23 **MR. ERWIN:** I have no objection to that, Your
24 Honor.

25 **THE COURT:** All right. Ladies and Gentlemen,

1 if you are here to testify on either side, on either
2 side, and if you anticipate that you will testify in
3 this case, I'm going to ask you to please leave the
4 courtroom because a motion for sequestration has
5 been made, which means you can't hear the testimony
6 of the other witnesses. Okay.

7 (WHEREUPON, there is a pause.)

8 MR. LAFAYE: I call Mary Ellen Harris.

9 THE COURT: Mr. Lafaye, I don't know if this
10 young lady intends to testify or not.

11 MR. LAFAYE: No, she's my paralegal.

12 THE COURT: All right. Good enough. I just
13 wanted to make sure it applies both ways.

14 MR. LAFAYE: It's on the record that she's a
15 young lady.

16 THE COURT: That's right. That's exactly
17 right.

18 THE CLERK: Place your -- Mrs. Harris, place
19 your left hand on the Bible and raise your right.

20 MARY ELLEN HARRIS

21 having first been sworn, testifies as follows:

22 THE CLERK: State your name please.

23 THE WITNESS: Mary Ellen Harris.

24 THE CLERK: Thank you. Please have a seat.

25 DIRECT EXAMINATION

1 BY MR. LAFAYE:

2 Q Mrs. Harris, when did you first become
3 associated with a church called Eastside Assembly of God?

4 A We -- my husband and I were first appointed to
5 the church in 1973, January 1973. It was called Open
6 Bible Assembly of God. We later changed it to Eastside
7 Assembly of God. Then, in '95, we changed it to Life and
8 Hope Assembly of God.

9 Q When you say in 1995 you changed the named to
10 Life and Hope Assembly of God, did you change the charter
11 for the nonprofit organization that had been filed with
12 the Secretary of State. Did you do that in 1995?

13 A No, I did not.

14 Q When did you do that?

15 A That was done probably in 2010.

16 Q That was done before or after you first heard
17 that I was challenging the validity of the --

18 A I thought that my secretary had done that. I
19 found out when I was at your office that it had not been
20 done. So I went and had -- had it done.

21 Q Okay. Now, starting in early 2010, I started
22 asking you for documents, didn't I?

23 A You asked me for --

24 Q Documents relating to the church.

25 A You asked me for the constitution and bylaws of

1 the church.

2 Q Right. And I asked you for other documents
3 that related to board meetings and things like that,
4 didn't I?

5 A I remember you asking me for the constitution
6 and bylaws. You said if I had the constitution and
7 bylaws that then your client didn't have a case if we
8 were a church entity.

9 Q And were you able to provide me with those?

10 A I provided you with the constitution and bylaws
11 of the church. That's what you asked me to provide to
12 you.

13 Q As this -- as this case developed, did I ask
14 you for other documents?

15 A Uh, I don't remember.

16 Q All right. When did you meet Gordon Bridwell?

17 A In 2004.

18 Q How did you meet him?

19 A Uh, his pastor, Reverend Blunt called me and
20 told me that he had a member who was having some
21 problems.

22 Q Okay.

23 A When the 94,200-and-something-thousand dollar
24 lien against his property and he was going to be put out
25 on the street if he didn't have some help.

1 **Q** Okay.

2 **A** And so Reverend Blunt called and set up an
3 appointment for Gordon Bridwell to come and meet my
4 husband and I.

5 **Q** I'm going to ask you to take a look at this
6 document and tell me if you recognize it.

7 **A** (Reviewing.) This is, I believe, what Gordon
8 brought to me. It's from the South Carolina State
9 Recovery Department of Human Services.

10 **Q** Okay.

11 **A** That he owed \$93,241.94 and that that had to be
12 paid because it was against his house and property where
13 he resided.

14 **MR. LAFAYE:** All right. I'm going to ask
15 that this be marked as Plaintiff's Exhibit 4.

16 **MR. ERWIN:** No objection, Your Honor.

17 **MR. LAFAYE:** And entered into evidence.

18 **THE COURT:** Mrs. Harris, I'll tell you just
19 for the record the last time Mr. Erwin tried a case
20 with me, a jury case, he was in worse shape than you
21 are. He had a terrible flu. Terrible flu. I
22 thought he was faking it to get sympathy from the
23 jury. He had a stunning victory in that case.
24 Stunning victory.

25 **THE WITNESS:** My daughter brought this home

1 from school.

2 THE COURT: I understand. All right. Go
3 ahead.

4 (WHEREUPON, Plaintiff's Exhibit 4 is marked for
5 identification and admitted into the record.)

6 BY MR. LAFAYE:

7 Q Now, this is the document you just said that
8 Gordon Bridwell brought you and said I'm having a problem
9 with DHHS with this lien against my mother's property.
10 Is that right?

11 A Correct. Yes.

12 Q Okay. Now, why did he come to you?

13 A Reverend Blunt, his pastor, sent him to me
14 because he had sent him to an attorney that wanted
15 \$10,000. Gordon said he didn't have it. The attorney
16 said you've got the property. Go mortgage your property
17 and bring me the money, \$10,000. So Gordon was very
18 upset. He went back to his pastor. His pastor told him
19 that he had a minister that was a paralegal and legal
20 mediator, he didn't know what she could do, but he would
21 call me. He called me and set up an appointment.

22 Q Okay. Who is this lawyer who wanted to charge
23 him \$10,000?

24 A I don't think I should give his name.

25 Q I don't hear an objection. Would you tell me

1 who it is?

2 **A** Okay. Uh, Jim Barnes.

3 **Q** Jim Barnes. All right. I'm going to ask you
4 to take a look at this document and tell me if you
5 recognize that.

6 **A** (Reviewing.) This is the letter that I wrote
7 to the, uh, State of South Carolina when I completed the
8 forms that I filled out for Gordon Bridwell for his
9 property to help him save his property.

10 **MR. LAFAYE:** Okay. I'm going to ask that
11 this be marked as Plaintiff's Exhibit number 5.

12 **MR. ERWIN:** No objection.

13 **MR. LAFAYE:** And entered into evidence.

14 **THE COURT:** All right. It's moved into
15 evidence. That's Exhibit 5?

16 **MR. LAFAYE:** Yes, Your Honor.

17 **THE COURT:** And Exhibit 4, I believe you
18 moved into evidence as well.

19 **MR. LAFAYE:** I did.

20 **THE COURT:** All right.

21 **(WHEREUPON, Plaintiff's Exhibit 5 is marked for**
22 **identification and admitted into the record.)**

23 **BY MR. LAFAYE:**

24 **Q** All right. So Mrs. Harris, you sent this
25 letter on behalf of Conflict Resolutions of Carolina,

1 isn't that right?

2 **A** Yes.

3 **Q** And what kind of organization was Conflict
4 Resolutions of Carolina?

5 **A** Just what I called my mediation.

6 **Q** Okay. And how are you trained as a mediator?

7 **A** I took the training through the South Carolina
8 State Bar.

9 **Q** All right.

10 **A** Here in this courthouse, for civil mediation.
11 And the family mediation in court, I took in Charleston,
12 South Carolina.

13 **Q** Okay. In 2004, did you still have a church?

14 **A** Yes, I did.

15 **Q** What was that church?

16 **A** Life and Hope Assembly.

17 **Q** Where is that church meeting?

18 **A** 1325 Brushy Creek Road.

19 **Q** Okay. I want to show you another document and
20 ask if you recognize this.

21 **A** This is the document where we had sold the --
22 the church, to the Korean church. We all were still -- I
23 was helping them to form a church.

24 **Q** All right.

25 **A** It's a home missions church for the Korean

1 church.

2 **MR. LAFAYE:** I'm going to ask that this be
3 marked as Plaintiff's Exhibit number 6, I believe it
4 is.

5 **MR. ERWIN:** No objection, Your Honor.

6 **THE COURT:** All right.

7 **MR. LAFAYE:** And then move it into evidence.

8 **THE COURT:** All right. Without objection,
9 the same is moved into evidence.

10 (WHEREUPON, Plaintiff's Exhibit 6 is marked for
11 identification and admitted into evidence.)

12 **BY MR. LAFAYE:**

13 **Q** Mrs. Harris, this deed is dated October 9th of
14 2003, is --

15 **A** Correct.

16 **Q** Okay. And this -- you were -- Eastside
17 Assembly of God church is listed as the grantor, isn't
18 it?

19 **A** Uh, yes, because the deed had not been changed
20 to Life and Hope.

21 **Q** So you knew at that point that you hadn't
22 changed the name of the church to Life and Hope in 2003,
23 didn't you?

24 **A** I knew the deed had not been changed.

25 **Q** All right. So did that prompt you then to go

1 look at your other records to go see --

2 A I didn't think about it. I didn't.

3 Q Okay. So you sold 1325. You sold that
4 building to the Korean Full Gospel church in Greenville,
5 didn't you?

6 A Yes..

7 Q That's the same 1325 Brushy Creek Road where
8 you said you had a church on July 12th of 2004?

9 A That's right because we -- we still -- that was
10 in our agreement. They met at 10:00. We met at 2:00.
11 The Hispanic was hoping to start a Hispanic church and
12 they met at 5:00. So we all were meeting and rotating.
13 That's exactly what we did to rotate the services.

14 Q In fact, you told me in your deposition that
15 you were the senior pastor at the Korean church.

16 A I was the senior pastor at the Korean church
17 and also the Hispanic church. There are documents -- I
18 didn't bring with me, but there are documents from our
19 district to state such.

20 Q And again, I've been asking you for documents
21 for quite a while in this case, haven't I?

22 A I don't understand. I'm trying to provide you
23 with what you asked me.

24 Q In fact, there was a scheduling order in this
25 case that required you to provide all the documents you

1 had to me by a certain date.

2 A (Shakes head.)

3 Q There wasn't?

4 A No, the court order, I understood, was to
5 provide the documents of a notary which I provided to my
6 attorney. That was my understanding of what the judge
7 said I was to provide the notary, the original notary,
8 uh, papers wherein Eddie's will had been voided.

9 Q All right.

10 A That's the way I understood it.

11 Q How long were you the senior pastor of the
12 Korean Full Gospel church?

13 A Until they closed.

14 Q And when was that?

15 A Uh, I don't remember the date.

16 Q You remember the year?

17 A Pardon?

18 Q You remember the year?

19 A There was an interruption prior to them -- they
20 had stopped having services at the church because they no
21 longer had any people. I'm not sure what year, what
22 month that was. I'm not sure. I can't take a guess. I
23 don't remember.

24 Q You're the senior pastor of a church, but you
25 don't know when it stopped --

1 A No, not having the paperwork before me, I
2 don't.

3 Q All right.

4 A I'm sorry.

5 Q I'm going to ask you to look at this document
6 and tell me if you recognize it.

7 A I recognize that. I do.

8 Q What document is that?

9 A This is the document wherein it was a decision
10 of our church board that because the Koreans -- we had an
11 agreement --

12 Q All right. I'm just going to ask you if you
13 recognize what it is, then we can talk about it.

14 A I recognize that this is the document that was,
15 uh, in this court asking for the promissory note that the
16 Koreans had made to the church that they would follow
17 through with it. They were trying to settle for
18 \$225,000.

19 Q Mrs. Harris, we can talk about it. But I'm
20 just asking. Do you recognize this as a filing that you
21 filed in this court against the Korean Full Gospel
22 church?

23 A Yes, it is.

24 MR. LAFAYE: All right. I'm going to ask
25 this be marked as Plaintiff's Exhibit number 7.

1 **MR. ERWIN:** No objection, Your Honor.

2 **(WHEREUPON, Plaintiff's Exhibit 7 is marked for**
3 **identification and admitted into the record.)**

4 **BY MR. LAFAYE:**

5 **Q** All right. Mrs. Harris, this was filed
6 according to the date stamp of July 10th, 2007. You have
7 any reason to think that's not accurate?

8 **A** No, I think whatever's on here would be
9 accurate.

10 **Q** Okay. Were you still senior pastor at the
11 Korean Full Pastor church when Life and Hope --

12 **A** Uh, we had a meeting with our district
13 officials.

14 **Q** Mrs. Harris, I'm asking you a very simple
15 question. Were you still the senior pastor of the Korean
16 Full Pastor church when you filed this pleading?

17 **A** They had, uh, -- I'm not sure what the
18 terminology is right here right now. I can't think of
19 the terminology. But just to say it in simple language,
20 they were no longer considered a church with the Assembly
21 of God. They did not have any members. They had -- only
22 had the husband and the wife there.

23 **Q** All right.

24 **A** So no, I guess if you're asking me, they were
25 no longer recognized in the Assembly of God church. I

1 could not be senior pastor.

2 Q All right. So let's talk about what -- why you
3 were angry. Why were you angry at the Korean --

4 A I wasn't angry with them.

5 Q What was the relief you were asking for the
6 court in this complaint?

7 A I was asking because they had signed a
8 promissory note that they would not sell the church or
9 property for gain. They had promised to be a 500-seat
10 sanctuary and now they were advertising to sell the
11 property for \$225,000.

12 Q And did, in fact, they have a proposed buyer in
13 mind at the time that you filed this complaint?

14 A Not really. Let me see. I'd have to look.
15 They may have talked to the Spanish people about
16 purchasing the property. I'd have to look back in this
17 and see.

18 Q Mrs. Harris, if you'd look on page 3, page 3 is
19 the page that has your signatures on it.

20 A Okay.

21 Q If you look on line 2 starting with "whereas".

22 A Okay. Yes.

23 Q Could you read that for me?

24 A Yes. The purchaser now has a side contract
25 with some of the above mentioned property for gain and

1 profit in the amount of \$250,000.

2 Q Who was that contract with?

3 A Uh, I believe that was with the Hispanic
4 church.

5 Q Okay. The same Hispanic church for which you
6 were senior pastor?

7 A Yes.

8 Q So you were senior pastor of the Koreans. And
9 you were senior --

10 A Not at this time, I wasn't.

11 Q But you were still senior pastor for the
12 Hispanic church, right?

13 A Yes, because they were going strong. They were
14 going good.

15 Q How did the Hispanic congregation manage to
16 sign a contract over the objection of their senior
17 pastor?

18 A I'm not sure what the constitution and bylaws
19 says about that. I would have to -- I don't know.

20 Q As senior pastor of the Hispanic congregation,
21 did anyone ever ask your approval to enter into a
22 contract for purchase of 1325 Brushy Creek Road, the
23 Korean Full Gospel church?

24 A Did the Hispanic people ask me?

25 Q Did they ask your permission?

1 A They talked with me about it. We had a board
2 meeting about it.

3 Q Okay. At the end of the board meeting, did the
4 board vote to authorize the Hispanic congregation to make
5 this offer?

6 A Not really. It was kind of back and forth
7 about it. Even though I was the senior pastor to help
8 these people become an organized Hispanic Assembly of God
9 church.

10 Q Okay.

11 A I signed on their checks. I help them with
12 the --

13 Q Mrs. Harris, I really want you to stay focused
14 on the questions I ask you if you wouldn't mind.

15 A Okay.

16 Q Did you approve the Hispanic congregation
17 making this offer for \$250,000?

18 A I believe I voted against it.

19 Q If you were the senior pastor of the Hispanic
20 congregation at that time, what right did you have to go
21 against the will of the board that voted to actually make
22 such an offer?

23 A It was just my recommendation. I mean, I don't
24 control -- it was my recommendation.

25 Q Okay. So -- but unquestionably, you sued the

1 Korean Full Gospel church trying to void the contract or
2 attack the contract that the Korean -- that the Hispanic
3 congregation had signed, isn't that right?

4 **A** The problem that we had was that they were
5 selling it for gain. That was not what they had
6 promised.

7 **Q** Okay. I'm going to ask you if you recognize
8 this document.

9 **A** (Reviewing.) I believe it would be the answer
10 and the counterclaim.

11 **MR. LAFAYE:** Okay. I'm going to ask that
12 this be marked as Plaintiff's number 8.

13 **(WHEREUPON, Plaintiff's Exhibit 8 is marked for**
14 **identification.)**

15 **BY MR. LAFAYE:**

16 **Q** All right. Plaintiff's Exhibit number 8 is
17 also a document that you filed in connection with that,
18 is it not?

19 **A** It appears to be.

20 **Q** All right. What happened in the course of that
21 case that made you file a new -- a new pleading -- a new
22 answer and counterclaim?

23 **A** Now, say that again?

24 **Q** You already filed a summons and complaint. Why
25 did you have to file another pleading? Do you remember?

1 **A** You mean the answer and the counterclaim?

2 **Q** Yes, ma'am.

3 **A** Because that's what I was told to do.

4 **Q** Okay. By whom?

5 **A** The opposing attorney wanted an answer and a
6 counterclaim. That's what he asked. And so that's what
7 I did.

8 **Q** All right. If you will, turn to what's marked
9 as page number 2. You see the first word is an all caps
10 answer. You see that?

11 **A** Page 2?

12 **Q** I'm sorry. It's marked as page --

13 **A** Answer to page 2.

14 **Q** It's marked as page 2.

15 **A** Okay.

16 **Q** You see that?

17 **A** Yes.

18 **Q** You see where it says Ellen and James Harris
19 are pastors of Life and Hope Assembly of God which is --
20 what does it say?

21 **A** It says not a corporative entity but an
22 eleemosynary nonprofit organization. On our papers at
23 the church -- and this is the way that the South Carolina
24 State used to list the churches -- was an eleemosynary
25 nonprofit organization and not a corporate entity.

1 Q Okay.

2 A And my reason for doing that is because the
3 attorney said if the court was a corporation, that I
4 could not represent the case. So I went back and used
5 the language that was on our papers from the South
6 Carolina State Secretary which read that it was an
7 eleemosynary nonprofit organization.

8 Q All right. So at this point, you were -- what
9 you are saying is that it really was a nonprofit? What
10 was Life and Hope Assembly of God?

11 A A church. It was a nonprofit eleemosynary
12 organization. That's what they called it. They didn't
13 call it a corporation. What I'm saying -- which is not a
14 corporate entity. I'm not saying it was not a
15 corporation. I went on to explain it's an eleemosynary.
16 That's what our papers and our documents from the State
17 said at the time.

18 Q Okay. So in this one, you are still claiming
19 that the Korean church and the trustees go on a
20 promissory note that you claimed they had -- that you
21 claimed that they had signed, isn't that right?

22 A My claim, because it wasn't a claim, it was a
23 document that they had signed that they would not sell
24 the property or the church for-profit. They would build
25 a sanctuary.

1 Q How exactly were they selling it for profit?

2 A Pardon?

3 Q How were they selling it for profit?

4 A We sold the church to them at a below estimate
5 amount of the church and the property. Almost two acres
6 of land they get for \$125,000. They had promised that
7 they were not going into this to make money. That was
8 our concern. But they, in fact, would build the
9 sanctuary. We all would share that sanctuary.

10 Q Again, the contract that you were trying to get
11 them not to enter into was a contract with the Hispanic
12 Assembly of God organization, isn't that right?

13 A I felt that they were taking advantage of the
14 Spanish people.

15 Q All right. But you are the senior pastor of
16 that -- allegedly, you are the senior pastor of that
17 organization at that time?

18 A I was at that time. I'm not now. They have
19 grown and can have their own organization. They are
20 doing great.

21 Q How did they answer against you? How did the
22 Koreans, what did they claim?

23 A They were trying to say that they didn't sign
24 that promissory note. But they are the ones that took it
25 down to our district office, hand carried it and took it

1 there themselves.

2 Q Okay. And how did that case settle?

3 A Uh, we went to mediation.

4 Q Did you get anything out of mediation?

5 A No, I didn't get anything.

6 Q Did Life and Hope Assembly of God, did anyone
7 write --

8 A No, we just -- we just took the loss and walked
9 away from it.

10 Q I'm going to ask you to take a look at this
11 document. Again, just tell me if you recognize it.

12 A Isn't it the same one you had before?

13 Q No, m^r.am.

14 A This looks like the same one. No, wait.

15 Sorry. This is where the property sold to the Spanish
16 people.

17 Q Right.

18 A Okay.

19 MR. LAFAYE: So I'm going to ask that that be
20 marked as Plaintiff's Exhibit number 9.

21 MR. ERWIN: No objection.

22 THE COURT: All right. Without objection.
23 Plaintiff's Exhibit number 8 which had not been
24 entered before, which was appropriately moved into
25 evidence and Plaintiff's Exhibit number 9. And I

1 know the Court Reporter needs to mark it.

2 (WHEREUPON, Plaintiff's Exhibit 8 is admitted into
3 the record.)

4 (WHEREUPON, Plaintiff's Exhibit 9 is marked for
5 identification and admitted into the record.)

6 BY MR. LAFAYE:

7 Q All right. Let's take a look at this document,
8 number 9, who was the grantor on this document?

9 A The, uh, Hispanic church.

10 Q The grantor?

11 A No, excuse me. The Korean Full Gospel church.

12 Q And who is the grantee?

13 A Hispanics.

14 Q Okay. Vida y Esperanza Assembla de Dios is the
15 Spanish name for ---

16 A Right.

17 Q --- for the church. Okay.. All right. So how
18 much is the consideration listed?

19 A \$225,000.

20 Q Did Life and Hope Assembly of God get any of
21 the proceeds from this sale?

22 A No, we did not.

23 Q All right. And if you look at grantee address,
24 what's listed as the grantee address at the very top?

25 A It says on Brushy Creek Road.

1 Q Grantee's address, very top of the document.

2 A Okay. That says Roper Mountain. That's their
3 home address. That's where the Koreans live.

4 Q Okay. The Koreans live there and who prepared
5 this deed?

6 A Uh, I think Attorney Wood.

7 Q Larry Wood prepared it, didn't he? And the
8 grantee address is actually the trustees for the Korean
9 church, isn't it?

10 A That was their home address.

11 Q Okay.

12 A It caused a lot of problems. The church was
13 being billed for taxes and it was on their house. I had
14 to get that straightened out.

15 Q Okay.

16 A They gave their home address rather than the
17 church address.

18 Q Right. But there's also the grantee address.
19 And the grantee was actually the Hispanic congregation,
20 wasn't it?

21 A No. They never lived at 608 Roper Mountain
22 Road. That's where the Koreans lived.

23 Q Right. But on the deed, the grantee is Vida y
24 Esperanza, correct?

25 A Yes.

1 Q The grantee's address is listed as 608 Roper
2 Mountain Road, isn't it?

3 A And it's wrong.

4 Q Okay. But it is listed that way?

5 A It is listed that way, but it's wrong.

6 Q Okay..

7 A The Hispanics never lived there. I was in that
8 home many times. The Koreans lived there.

9 Q I understand.

10 A And now, I've sold it.

11 Q Okay. All right. I'm going to ask you to look
12 at this document and tell me if you recognize that
13 document.

14 A It looks like copies of our constitution and
15 bylaws.

16 Q Actually, let me give you a stapled copy. I
17 think that will be easier. Is this -- is that going to
18 be -- make sure that's the same thing before I have that
19 marked.

20 A (Reviewing.)

21 Q Does that look like the Constitution and bylaws
22 of Life and Hope Assembly of God?

23 A It does. There's some papers in the back that
24 I'm questioning, but yes. It's the constitution and
25 bylaws. It appears to be.

1 Q If you are going to question documents, let's
2 go ahead and jump to this then. Where were you on May
3 24th, 2010?

4 A I don't remember.

5 Q Okay. I'm going to ask you to look at what was
6 marked as Plaintiff's Exhibit number 2. You testified at
7 your deposition that you had serious problems with that
8 document and you thought it might well be forged, didn't
9 you?

10 A No -- well, --

11 Q Did you tell me that?

12 A You kept asking me and you screamed at me to
13 make me say that I had forged this document.

14 Q No, I didn't -- I'm not asking you that.

15 A Well, I'm sorry, but you know that's what you
16 did.

17 Q Mrs. Harris, I'm asking you do you think that
18 that is a genuine document?

19 A Portions of this I think is genuine. I believe
20 this is. I don't know about this notary part here. I
21 know that Reverend Blunt had these in his possession. I
22 know he did. He needs to be here to testify.

23 Q I'm not asking you that question. I'm asking
24 you the question, do you think that that document, every
25 part of that document is genuine?

1 **A** I believe that -- I have concerns about this,
2 but I believe this is what Gordon told other people. I
3 would believe that this first page would be what Gordon
4 said and what he told others.

5 **Q** I'm not asking --

6 **A** The second page I --

7 **Q** Mrs. Harris?

8 **A** Yes.

9 **Q** I don't want to know if you think that's what
10 Gordon thought. I want to know if Gordon Bridwell
11 produced the document.

12 **A** I believe that he gave this to Reverend Blunt.

13 **Q** Okay.

14 **A** It's not in my documents.

15 **Q** You look down at the bottom of it, there's a
16 page 9. You see a page number 9, correct?

17 **A** Yes.

18 **Q** Turn to the second page. You look at the
19 bottom. You can kind of see a faded out 10 on it, can't
20 you, at the very bottom of this? Let me point that to
21 you. See right there? See where I'm pointing at? What
22 does it look like here?

23 **A** It could be a 10, a 19. I mean, I don't really
24 know.

25 **Q** All right.

1 A I can't really tell.

2 Q I'm going to ask you to look at this document
3 and tell me if you recognize this.

4 A I believe this would be the counterclaim.

5 Q All right. Is that -- does that look to be a
6 filed copy of the counterclaim that you filed in this
7 case?

8 A (Reviewing.) I think some of the pages are not
9 in the right -- right order.

10 Q Okay. I will say, excepting this, what was
11 marked as Plaintiff's Exhibit number 4 which has already
12 been pulled out and marked as Exhibit number 2. But
13 other than that, does that look to be the filing the way
14 that you asked it to be filed?

15 A (Reviewing.) I don't understand why the
16 constitution and bylaws are in the middle of this and
17 some of the other pages are not. It's not consistent.

18 Q Ma'am, I'm asking you ---

19 A It's not in order.

20 Q --- does it look to be the way the document,
21 the way that you had it filed in this court in this
22 matter?

23 A Uh, I believe that I was out of town. I had
24 someone to finish up on the constitution and bylaws. I
25 did not look at this file before it was filed in this

1 court.

2 Q Did whoever filed it file at your behest?

3 A Uh, I had asked to finish the, uh, what had to
4 be done to bring it up to date, the constitution and
5 bylaws. And she may have been the one to have brought
6 this to the court and filed it.

7 Q Okay. So -- and you understand --

8 MR. LAFAYE: I'm going to ask this to be
9 marked as the next -- number 10 is next in line.

10 MR. ERWIN: Your Honor, I object. It's a set
11 of pleadings. Certainly, the pleadings are in the
12 court's file. I object to making it an Exhibit, the
13 pleadings.

14 MR. LAFAYE: There's two reasons, Your Honor.
15 I admit it's unusual. But there are two reasons why
16 I think it needs to be. One, as you're going to
17 hear from Mrs. Harris, we had several contentions as
18 to whether she actually is vouching for the
19 documents that were in her counterclaim. I'm asking
20 this to be entered because it actually has the Clerk
21 of Court stamp on it. And that and Exhibit number 2
22 together are the way the document was received by
23 me. I think the Court needs to see what, uh, --
24 what she actually filed with the Court. Again, this
25 stuff is stuff Mrs. Harris knows, this stuff has all

1 been scanned, it can all be compared. The order and
2 everything can be compared. But if we're going to
3 talk about what her position is on the case, I would
4 like to have something that she's already vouched
5 for to be the basis for my questioning.

6 **THE COURT:** Okay. All right. I do take
7 judicial notice of the fact that the counterclaim
8 and the exhibits are in the file. I have them in my
9 hand. However, to the extent that you think there
10 may be a distinction between the two and to the
11 extent that you want that to be a demonstrative
12 piece of evidence for my review, I will allow it in
13 over your objection.

14 **MR. LAFAYE:** Thank you, Your Honor.

15 **MR. ERWIN:** And for the limited purpose, Your
16 Honor -- are they being entered for the limited
17 purpose of any distinction between what's in the
18 Court's file ---

19 **THE COURT:** Yes, sir.

20 **MR. ERWIN:** --- and whatever is in or not in
21 that Exhibit?

22 **THE COURT:** Inasmuch as this is at stage of
23 the proceeding. It is a nonjury trial.

24 **MR. ERWIN:** Yes, sir.

25 **THE COURT:** So I'm going to allow it in.

1 Right now, what I think the limited purpose of it
2 would be distinguishment of what's been filed and
3 what was received by counsel. I'm also recognizing
4 that Mr. Lafaye's proposition is that he wants to
5 have a document that was actually presented to her
6 at deposition for which she vouched at the time. Am
7 I correct?

8 **MR. LAFAYE:** It's actually that she wouldn't
9 vouch for it at the time, Your Honor. What I'm
10 trying to show with -- mainly that this was an issue
11 of copies. I didn't want to give up the one that I
12 received that way.

13 Part of this really goes to, if you look
14 through it, the version that I got oftentimes have,
15 just like Exhibit number 2 does, it has these red
16 exhibit marks. You have copies that are printed in
17 color as opposed to black and white and sometimes
18 the scanned version of it loses those things.

19 There are actually -- for instance, let me get
20 -- I know a jury's not here. This Plaintiff's
21 Exhibit number 2 that's already been entered into,
22 one of the reasons why I think this document has
23 serious problems is that, to me, at least, it has
24 Exhibit number 4 printed on it. It looks like it's
25 inkjet ink on page 1 and then some copy on page 2.

1 I think that the nature of the documents and getting
2 down to actually looking at them that way is
3 demonstrative of a couple of things. It's
4 demonstrative of whether you can rely on that
5 Exhibit number 2 as a revocation of the will. It's
6 also indicative of the kind of behavior that the
7 defendant is engaged with.

8 **THE COURT:** I understand.

9 **MR. LAFAYE:** Thank you.

10 **MR. ERWIN:** Your Honor, I'm sorry. I'm just
11 trying to clarify again. Now, I'm a little more
12 confused. The purpose for which he is entering the
13 copy that was, I guess, in his possession ---

14 **MR. LAFAYE:** Yes.

15 **MR. ERWIN:** --- was to distinguish it from
16 the, quote, unquote, original in the court's file.

17 **MR. LAFAYE:** I'm offering it as a statement
18 of the defendant's that was made to counsel and if
19 there's any discrepancies in that statement, I think
20 I have a right to examine the defendant on those
21 discrepancies.

22 **THE WITNESS:** I don't know if it's, uh, --

23 **MR. ERWIN:** Whoa, whoa, whoa.

24 **THE WITNESS:** I'm sorry.

25 **MR. LAFAYE:** I think it is a useful

1 supplement. Again, we did look at the scanned
2 versions, Your Honor. One of the most critical
3 pages of that document had -- it was in the scanned
4 copy but it looked like they had been removed from
5 the hard copy.

6 **THE COURT:** Okay. Let me say this.

7 **MR. LAFAYE:** Okay.

8 **THE COURT:** It doesn't make a difference.
9 I've got the copy of the summons and complaint in
10 the file.

11 **MR. LAFAYE:** I understand.

12 **THE COURT:** It doesn't make a difference.
13 It's not going to prejudice either side for me to
14 either let it in or let it out. It's entirely an
15 academic matter, entirely academic. Inasmuch as you
16 want to admit it, I don't have any problem with it.
17 It's relevant. It purports to be a filing with this
18 court. It was a document which was presented to the
19 defendant at deposition, so I'm going to let it in.

20 **MR. LAFAYE:** Thank you, Your Honor.

21 **(WHEREUPON, Plaintiff's Exhibit 10 is marked for**
22 **identification and admitted into the record.)**

23 **BY MR. LAFAYE:**

24 **Q** All right. In this document you provided to me
25 the bylaws -- the constitution and bylaws of Life and

1 Hope Assembly of God, didn't you?

2 A I believe I had provided them to you prior to
3 this.

4 Q Okay.

5 A And a part of my answer and counterclaim.

6 Q Your constitution and bylaws of Life and Hope
7 Assembly of God that are contained in this document are
8 the bylaws that you assert are the bylaws of the church,
9 isn't that right?

10 A What we're trying to go by.

11 Q Okay. What you're trying to go by.

12 A And you also just testified that while you were
13 at the beach, you told --

14 A I don't think I said anything about being at
15 the beach.

16 Q All right. Were you at the beach?

17 A We went down to Myrtle Beach.

18 Q Okay. So you were at the beach. Okay. While
19 you were at the beach, you asked Mrs. Campbell, you just
20 said, to continue work on the bylaws. What kind of work
21 was she doing on the bylaws in May of 2010?

22 A I told her to go back and check the, uh, uh,
23 just to, uh, check the bylaws with the minutes and the
24 meetings that we had at the church and to see if there
25 was anything that, in the minutes that we had that were

1 supposed to, uh, be, uh, I think at the end of the page.
2 I don't seem to find it in here. But at the end of our
3 Constitution and bylaws -- we have a meeting in January.
4 Any changes are shown at the back and I don't see that in
5 here.

6 Q Okay.

7 A I don't see the -- some of the pages in here
8 that really should be in there. It's not updating --
9 let's see. It isn't updating --

10 Q Have you ever given me any minutes or additions
11 to the bylaws since you filed this document here?

12 A A lot of times after the, uh, -- after our
13 business meetings every year, there might be --

14 Q That's not the question I asked. I asked did
15 you produce those to me, minutes and additions to the
16 bylaws at any point during this litigation?

17 A No, I didn't cause you didn't ask me to produce
18 any, uh, copies of business meetings.

19 Q You don't remember me in deposition -- you
20 don't remember it being in deposition -- you don't
21 remember me serving you with a subpoena before deposition
22 asking you for certain documents?

23 A I don't remember getting a subpoena. I
24 remember coming to court and the judge said for me to get
25 the originals.

1 **Q** You've answered that question. You remember me
2 sending you request for production asking you for these
3 documents?

4 **A** I never got a subpoena asking me for this, not
5 that I remember.

6 **Q** All right. So you remember me asking you in
7 deposition for minutes of the various meetings?

8 **A** You may have. Quite truthfully, I was so upset
9 during the deposition because of your behavior that I
10 didn't, uh, -- I was very upset.

11 **Q** Okay. So I did ask you for the minutes?

12 **A** I would like to see the deposition copies
13 please.

14 **Q** Certainly.

15 **THE COURT:** Mr. Lafaye, while you're looking
16 at that, let's take a just a brief break.

17 **MR. LAFAYE:** Sure. Thank you, Your Honor.

18 **THE COURT:** And, uh, you're welcome to take a
19 break to.

20 **THE WITNESS:** Pardon?

21 **THE COURT:** You are welcome to take a break.
22 I'm going to take a break. You can step down.

23 **THE WITNESS:** Okay.

24 **THE COURT:** Please don't discuss your
25 testimony while you're on the stand because you are

1 still under oath. I know there are some witnesses
2 who were subpoenaed.

3 THE WITNESS: I wouldn't.

4 THE COURT: And remind me. I'm going to give
5 you your phone back when we take a break for lunch.
6 Okay.

7 THE WITNESS: Yeah. I'm sorry.

8 THE COURT: Yeah, I'm not intemperate about
9 that stuff. I don't take that personally. The
10 Chief Justice of the Supreme Court has told me that
11 I can't tolerate that.

12 THE WITNESS: Yeah.

13 THE COURT: I need to protect the decorum of
14 the courtroom.

15 THE WITNESS: I apologize to you. I am so
16 sorry. I was trying to get Reverend Blunt to --

17 THE COURT: You don't have to tell me. You
18 don't have to tell me.

19 THE WITNESS: Thank you, Your Honor.

20 THE COURT: Okay. We'll be in recess for
21 about 10 minutes.

22 MR. LAFAYE: Thank you, Judge.

23 THE WITNESS: We're going for lunch?

24 THE COURT: No, ma'am. We're just going to
25 take about 10 minutes.

1 (WHEREUPON, a short recess is taken.)

2 THE COURT: All right. Ladies and Gentlemen,
3 you ready to proceed?

4 MR. ERWIN: We are, Your Honor.

5 THE COURT: Okay. All right. Mrs. Harris,
6 you come back up. I'll remind you you are still
7 under oath.

8 BY MR. LAFAYE:

9 Q Mrs. Harris, where we stopped, I was asking you
10 if you recall in the course of the two deposition
11 sections that we had, if I asked you to provide me with
12 copies of minutes of meetings and other evidences of --
13 from the records of the church. I'm going to ask you
14 that question again. When we had those depositions, do
15 you remember me asking you for copies of minutes out of
16 the records of the church?

17 A You may have. I'm sorry. I don't remember.

18 MR. LAFAYE: Okay. I'm going to -- I have
19 the original deposition in the sealed copy, Your
20 Honor. I'm going to ask permission to unseal the
21 deposition.

22 THE COURT: You may.

23 BY MR. LAFAYE:

24 Q I'm going to ask you to turn to page 48 of that
25 deposition.

1 A I turned right to it.

2 Q All right. If you look on page 48, I'm asking
3 you questions about the meeting at which Life and Hope
4 Assembly of God decided to accept the buyout from the
5 Koreans. That's on lines 9 through 12. You see where I
6 am?

7 A 9 through 12?

8 Q Yes. You see that's what we're talking about,
9 the buyout from the Koreans, right?

10 A Yes.

11 Q And, you see that I asked on question 19, do
12 you have the minutes from that meeting somewhere in your
13 records. And your answer was what?

14 A I'm sure I have.

15 Q It says, when you find those minutes, can you
16 make sure you get them to me. And your answer was?

17 A (Inaudible).

18 Q Have you given any records from that meeting?

19 A No, I didn't. I guess I just forgot.

20 Q Did you provide any minutes from any meeting
21 within the calendar year 2008?

22 A Did I supply any minutes of that?

23 Q Yeah. Copies of any minutes from 2008. I'm
24 not asking you about the deposition. I'm just asking you
25 a question, whether you supplied me with any minutes from

1 2008.

2 A No, I didn't. I guess I forgot.

3 Q Did you supply me any from 2007?

4 A No.

5 Q Okay. And I'll -- I'm going to reserve going
6 through the rest of that based on the -- you haven't
7 actually offered any of those yet. But you will admit
8 that before today, I hadn't received any copies of any
9 minutes.

10 A No, I don't think so. I think I just forgot.
11 I'm sorry.

12 Q Thank you. Now, I want to go back and I want
13 you to be mindful of what the judge just told you as I
14 ask you these next series of questions. You testified
15 earlier, May 24th, 2010 that you were at the beach,
16 weren't you?

17 A Yes.

18 Q You understood that you were kind of -- I filed
19 a summons and complaint and served you with that, didn't
20 I?

21 A Yes.

22 Q You understood that you were kind of -- you had
23 to get an answer in to the court or you might be held in
24 default, didn't you?

25 A Yes.

1 Q Cause you are a paralegal, right?

2 A Yes.

3 Q Okay. And you also knew that you were going to
4 be out of town on May 24th, didn't you?

5 A Yes.

6 Q Okay. What arrangements did you take to make
7 sure that you would not be held in default while you were
8 at the beach?

9 A I took some papers by to my secretary.

10 Q Okay. I'm going to ask you to look at the last
11 -- I think it's the last. Let me see. Yes, it is. It's
12 the last page of what's marked as Plaintiff's Exhibit
13 number 10.

14 A Yes.

15 Q Who's signature is that?

16 A It's mine.

17 Q And what's the date?

18 A 5/24/10.

19 Q So you signed these pleadings the day that they
20 were filed, didn't you?

21 A No, I didn't. I was not in town.

22 Q Who wrote 5/24 -- who wrote dated 5/24/10?

23 A I don't know.

24 Q It was not you?

25 A No.

1 Q Whose sign -- is that your signature?

2 A That's my signature, yes.

3 Q Okay. What is the -- what number do you see at
4 the bottom?

5 A 7.

6 Q 7. Let's go to page -- or rather back to
7 Plaintiff's Exhibit number 2. What number do you see
8 down there?

9 A That says nine. I can explain. That's nine
10 because it's pulled from another document.

11 Q Okay. What document was it pulled from?

12 A These are documents that Reverend Blunt had.

13 Q Why would a document from Reverend Blunt have a
14 number nine on it?

15 A I don't know.

16 Q Okay.

17 A I don't know unless it went in line with what
18 he had given to Reverend Blunt.

19 Q Why does it have Exhibit number 4, pages 1
20 through 3 printed in red on Plaintiff's Exhibit number 2?

21 A Is it in --

22 Q On Plaintiff's Exhibit number 2.

23 A Is it included in that?

24 Q That -- as I told you earlier, that came out of
25 this.

1 **A** Okay. Well, I would like to compare it with,
2 uh, --

3 **Q** That's exactly what I'm asking you to do, but I
4 want you to first --

5 **A** I want to see it in this please.

6 **Q** Ma'am, my question is, on this document and
7 this document only, can you please explain to me why that
8 Exhibit number 4, pages 1 through 3 is in red.

9 **A** I don't know why it's in red.

10 **Q** If I show you Plaintiff's Exhibit number 10,
11 something called Church Directory.

12 **A** Yes.

13 **Q** You also see some printing in red, don't you?

14 **A** Right.

15 **Q** Okay. Now, here, what's been marked as
16 Plaintiff's Exhibit number 5, within that same -- I'm
17 sorry. Within Plaintiff's Exhibit number 10, Exhibit 5
18 within that document, it has the same exhibit, but it's
19 not in red, is it?

20 **A** No, it isn't.

21 **Q** It looks like it's copied and so it's rendered
22 kind of a dark gray, isn't it?

23 **A** It isn't red.

24 **Q** How would you describe that color?

25 **A** Well, it's a light black or gray if you want to

1 call it gray.

2 Q Okay. On Plaintiff's Exhibit number 2, again,
3 let's go to the second page. Do you see the remnants of
4 a number at the bottom of that page?

5 A It looks like there is a number there.

6 Q Okay. Now, these numbers, where in the page
7 are they placed?

8 A I don't know.

9 Q Would you call that the lower right-hand
10 corner?

11 A Oh, yeah. Yeah.

12 Q All right. On the counterclaim you signed,
13 where are the page numbers printed?

14 A On the right-hand side.

15 Q Okay. If you look -- when you write this, do
16 you keep the bold on the formatting when you prepared
17 this document, this notice, Plaintiff's Exhibit number
18 10?

19 A I have no idea.

20 Q Did you prepare that --

21 A If I put the bold on my computer.

22 Q Does it look like it's in bold?

23 A It could be.

24 Q Does Plaintiff's Exhibit number 2, the first
25 page, look like it's in bold?

1 A These do not look like the same type.

2 Q To you, they don't?

3 A They do not look like the same type.

4 Q All right.

5 A Not to me, they don't.

6 Q Who filed the document known as Plaintiff's
7 Exhibit number 10? Who physically brought it to the
8 courthouse?

9 A Fedra.

10 Q Fedra Campbell?

11 A Yes.

12 Q Did Fedra do anything that you didn't ask her
13 to do in the preparation of that document known as
14 Plaintiff's Exhibit number 10 combined with Plaintiff's
15 Exhibit number 2?

16 A Did she do anything I didn't ask her to?

17 Q Did she deviate from your directions in any
18 way?

19 A Well, I took what I had and took it by to her
20 and asked her to finish up the constitution and bylaws
21 and check with them and see if there was any additions at
22 the back, which is missing. I know that it was there
23 when I took it by. That part of the constitution and
24 bylaws is missing from what you're showing me. It
25 doesn't have any additions to it. There are things

1 missing in here that I had in here when I gave it to her.
2 There are things put in here that weren't there when I
3 gave it to her.

4 Q Okay. The pages that have numbers 1 through 7
5 at the bottom of them, are those your work? Did you type
6 all that?

7 A Uh, where's 1 through 7?

8 Q Within -- with Plaintiff's Exhibit number 10,
9 there are pages. Some of them have page numbers 1
10 through 7. I want you to look at those and tell me if
11 there's anything in there that's not your work.

12 A (Reviewing.) I'm finding 1 and 2. Then it
13 skips over to number 5.

14 Q Okay.

15 A There's 5, 6 and 7. Where's 3 and 4?

16 Q My 3 and 4 are right after the bylaws. There
17 you go.

18 A Okay. Why is -- Okay. 3 and 4. I see it.

19 Q You see 3 and 4?

20 A Yes, I do.

21 Q Okay. Is there anything in those pages listed
22 1 through 7 that is not your work?

23 A I'd have to read the entire thing and I'd have
24 to go back to my notes to really say word-for-word that
25 anything was changed in it.

1 Q Now, Mrs. Harris, we fought over this document
2 for hours in deposition, didn't we? In fact, you just
3 said -- you kind of held it against me for getting mad at
4 you. But you remember, we were talking about this
5 document in that deposition, weren't we?

6 A We were mainly talking about the -- when we
7 went back to the courthouse, about the document for the,
8 uh, -- one document that I didn't recognize.

9 Q Okay. So we argued about this pretty
10 significantly, didn't we?

11 A Pretty harsh. Pretty tough.

12 Q All right. So in that time, you never gone
13 back through this document to remember whether you
14 actually wrote or if this was your work?

15 A I've not gone back through it. No. I guess
16 maybe I should have, but I haven't.

17 Q Did you ask Fedra Campbell to change any of the
18 things in the actual pleadings portion? Not the
19 exhibits, but the pleadings portion of this counterclaim.
20 Did you ask Mrs. Campbell to change anything?

21 A No.

22 Q You have any reason to believe that she did
23 change anything?

24 A She's been a member of my church since 1978.
25 She's been an honest person.

1 Q Okay.

2 A I still believe she's honest and trustworthy.

3 Q All right. Do you vouch for the documents that
4 were filed as Plaintiff's Exhibit number 10 which would
5 include Plaintiff's Exhibit number 2, do you believe
6 those were properly filed by Life and Hope Assembly of
7 God in this action?

8 A I have some questions about some of the
9 documents that were in here. Yes, I have questions about
10 it.

11 Q You have questions about it. What are the --
12 what's the nature of those questions?

13 A The questions that I have is, uh, the notary
14 thing. I have -- the notary that notarized what we had
15 can't be here today because just got out of the hospital.
16 And there has been something put in here that does not go
17 with the original deed, final trust and deed of
18 appointment.

19 Q Okay. Let's take a look at that a little bit
20 more carefully then. That is Plaintiff's Exhibit number
21 2. Let's take a closer look.

22 A Yes, sir. Right here.

23 Q Why don't you read this sentence. Starting on
24 the last line of the first page, read that sentence and
25 continue through the period on the next page.

1 A The last two lines?

2 Q No, ma'am. You can start from the last
3 sentence. It starts with "I request".

4 A I request that my former file, this document of
5 will that I marked revoked and void with probate court.

6 Q Okay. Does that -- to you, does that flow as a
7 sentence?

8 A Not really.

9 Q Okay.

10 A And I don't think this belongs where it is.
11 This doesn't belong with this particular document right
12 here.

13 Q All right. You have any explanation -- if
14 that's the way that document appears in the court files,
15 the hard copy, do you have any explanation why such a
16 document would appear, uh, as being filed on May 24th,
17 2010 at 12:24?

18 A No, I don't. I would never white out anything.
19 I would never. And this doesn't -- from what I've seen,
20 this doesn't go with this.

21 Q Now, again, you --

22 A This is not --

23 Q You will admit that that document was the
24 source of a lot of contention in our deposition, wasn't
25 it?

1 **A** Yes, you tried to get me to say I had done it.
2 I'm not going to admit to something I didn't do.

3 **Q** Okay.

4 **A** That's why you screamed at me and jumped up and
5 down and hollered.

6 **Q** I don't recall jumping up and down and
7 hollering. And I do try to keep my voice leveled.

8 **A** Jim had to call you down.

9 **Q** Okay. I don't want to get into the
10 personalities of this, Mrs. Harris.

11 **A** All right.

12 **Q** Do you think that either Mr. Bridwell or I
13 filed this document, this suspect document in the file?

14 **A** I'm not going to judge anybody. I'm not going
15 to accuse anybody. That's not my place. I'm not going
16 to say that -- accuse somebody. No, I won't go there.

17 **Q** Okay. Let's go a little bit further.

18 **A** And I don't think Fedra would do it either.

19 **Q** Let's take a look again within this document --
20 within Plaintiff's Exhibit number 10. One of the things
21 we have --

22 **A** The documents we have for our notary is not
23 there and it's substituted with this. I can tell you
24 that much right now.

25 **Q** Whoever did it substituted a false document.

1 Is that what you're saying?

2 A I'm not accusing anybody of doing anything.

3 Q I'm asking are you saying that that's a false
4 document?

5 A I'm saying that our paper for the notary -- let
6 me check things here. I know that this notary thing
7 right here, I said there's a problem. I said this in the
8 deposition.

9 Q We all admit there's a problem and we all admit
10 that's a problem document. The question was who
11 submitted it to the court? You have any reason to
12 believe that it was anyone other than Fedra Campbell
13 under your direction that submitted that to the court?

14 A Fedra told me she brought the documents by the
15 court and filed them.

16 Q Thank you. Let's go to the page that I have
17 indicated which is part of Plaintiff's Exhibit number 10.
18 It's the warranty deed. You see where I am?

19 A Yes.

20 Q Who prepared this document?

21 A I believe Gordon prepared it.

22 Q You believe Gordon --

23 A I never saw it until January the 5th.

24 Q So you really don't know who prepared this
25 document, do you?

1 A I'm aware that Gordon brought it by the church.

2 Q Do you know who prepared it is my question?

3 You don't know? You are indicating --

4 A I don't know. I accepted it as being from him.

5 Q Okay. But now, do you know who prepared this
6 document?

7 A I believe Gordon did.

8 Q You believe Gordon did?

9 A I believe Gordon prepared this document.

10 Q Okay. Was Gordon an educated man to your
11 knowledge?

12 A I didn't even know he could type. I was told
13 by Reverend Blunt that he could type very -- he called it
14 typing. I guess it's word processing.

15 Q All right.

16 A I mean I -- I didn't know. He had, uh, -- I
17 said I didn't know he could type. He had typed something
18 one time before.

19 Q Okay. All right. If you will, look on page 2
20 of 3 is what it's called what was indicated on this.

21 A Pardon me? Which page?

22 Q It's page 2 of 3 is what it has on the document
23 within Plaintiff's Exhibit number 10. I'm sorry. It's
24 within the deed. (Pause.)

25 There we are. You are a paralegal. I think

1 you said that. Did you study anything about real estate
2 in paralegal school?

3 A No.

4 Q Okay. So do you know -- would you be able to
5 look at this document and tell whether it's a valid deed
6 or not?

7 A I accepted it as being a valid deed.

8 Q Okay. And --

9 A On the face of it, to me and to the members of
10 the church and to the board, we accepted as being his
11 last wishes.

12 Q It says wherefore I -- this is on page 2 of 3.
13 Gordon W. Bridwell, Jr., grantor, herewith granted to
14 Life and Hope Assembly of God Ministry, 1325 Brushy Creek
15 Road, Taylors, South Carolina as the recipient to the
16 herein described real estate property to have and to
17 hold. It goes on with some legal language. Do you see
18 what I'm talking about? Do you see that?

19 A Yes, I see that.

20 Q It says Life and Hope Assembly of God Ministry,
21 1325 Brushy Creek Road, right?

22 A Yes.

23 Q If you look at the next page, this was done or
24 purported to be done December 31st, 2008, am I right
25 about that?

1 **A** That's the date of the -- I'm sorry. That's
2 the date of the notary.

3 **Q** That's the date that it was executed, you
4 believe?

5 **A** Yes. I'm sorry.

6 **Q** Who was at 1325 Brushy Creek Road on December
7 31st, 2008?

8 **A** My secretary, Fedra, was at the church.

9 **Q** I'm sorry. In a more general sense, what
10 church was occupying 1325 Brushy Creek Road?

11 **A** The Hispanics and our church congregation.

12 **Q** Okay. The Hispanics that we -- the Korean, the
13 ones that you tried to stop the deal between the Koreans
14 and Hispanics?

15 **A** The Hispanics had asked me to try to help them
16 get the property for, not for that high price, but at
17 what they had agreed to do it. So you asked me if we
18 were -- I'm sorry. Ask me again.

19 **Q** I'm actually more interested in what you just
20 said. You've already talked about these deeds. Are you
21 saying that Hispanic congregation asked you to file that
22 suit so that they could get a better deal from the
23 Koreans?

24 **A** No, they wanted to -- in our business meeting,
25 it was to go according to what the Korean people had said

1 that they would not sell the property for profits.

2 That's why they wanted to buy it for 125, rather than the
3 225.

4 Q But they sold it for the 225. That's what the
5 deed --

6 A That's right. They just finally just went
7 ahead and did it. And that was fine with me.

8 Q So again, what I'm trying to get my mind around
9 is there was this transaction proposed in 2007. And you
10 were trying to block it, right?

11 A I wasn't trying to block it. I just wanted
12 them to stick to what they had promised. I wasn't trying
13 to -- I was just trying to work things out. They said
14 they would not sell it for a profit. I felt that it was
15 wrong.

16 Q Okay.

17 A I wasn't trying to block anything. I wanted
18 people to do what they had promised that they said that
19 they would do.

20 Q Did they accuse you of forging a promissory
21 note in that case?

22 A The Korean people did, yes, they did.

23 Q Okay. And you didn't get anything out of that
24 case, did you?

25 A No, I didn't. But it wasn't because I didn't

1 feel like that we could. I just thought we would go
2 ahead and just go ahead and have church and let them deal
3 with the consequences of the wrong they did. The
4 district knows the exact papers they were accusing me of
5 forging, they, themselves, took them to the district
6 office ---

7 Q Okay.

8 A --- personally and hand-delivered them. Their
9 question was why are they saying that they didn't. I
10 also had a tape recording where they, in fact, admit that
11 they did sign their names.

12 Q All right.

13 A I was falsely accused.

14 Q So in June of 2008, the deal between the
15 Koreans and the Hispanic congregation finally closed?

16 A I'm not sure what month, but it did close.

17 Q We entered that deed into evidence. Let's take
18 a look at that. Can you see when it was recorded?

19 A (Reviewing.) June 9th, 2008.

20 Q Okay. So in June 9th, 2008, the deal that you
21 had tried to keep from happening finally happens?

22 A We agreed for them to go ahead.

23 Q Okay. And Viva de Esperanza, who was one of
24 the parties that you had tried to keep from closing this
25 deal a year earlier, you are saying now makes you their

1 senior pastor, is that right?

2 A I had been senior pastor. The requirements for
3 -- I was senior pastor until they grew to a certain
4 number of people.

5 Q You were senior pastor when you sued to keep a
6 transaction that they approved from happening, right?

7 A They had not approved it at that time.

8 Q Then why did you allege in your complaint that
9 they entered into a binding contract? Why didn't you say
10 there is no binding contract because the church hasn't
11 approved it?

12 A (No response.)

13 Q If you want to look at your pleadings, that's
14 what you said.

15 A The Hispanic church -- I agreed that if that's
16 what they wanted to do and they wanted to overpay for
17 something, then they could do that.

18 Q Isn't it a reality that in 2003, your career as
19 an active minister at a church came to an end at the
20 dissolution of --

21 A No, it did not. You will find with the
22 district office and in all of our papers that we still
23 were a church. We operated as such. I forgot my
24 calendar, but we had a calendar that the Koreans made up
25 that showed my days of service at the church. I'm still

1 -- I have always been. I been a minister in the Assembly
2 of God for 47 years. I never have lost -- and I been in
3 pastoral church work for all that time. Even though we
4 didn't have a church in our name, we're still -- we're
5 considered to be a part with both of those congregations
6 to come in and have services in the church.

7 Q Okay.

8 A That was out of respect because I tried to do
9 everything to help these people. I helped both the
10 ministers get their license with the Assembly of God. I
11 helped both of them to become Assembly of God affiliated
12 churches like a whole mission work. That's why the
13 district considered me as being senior pastor. They
14 could not be recognized as an Assembly of God church
15 until such time as they met the Constitution and bylaws
16 of the general counsel of the Assemblies of God.

17 Q All right. You provided bylaws with that
18 pleading that you gave me that we've marked as
19 Plaintiff's Exhibit number 10. I noticed that they are
20 not asking you -- there's not a signature.

21 A They are not what?

22 Q Within Plaintiff's Exhibit number 10, the
23 bylaws you provided or rather were filed with this
24 document, there's pages towards the end that seemed to
25 require signature, witnesses and things like that. Did

1 anyone sign or witness any of those?

2 **A** No, that's just a copy of, of, uh, something
3 that's in the files. This really didn't need to be with
4 the Constitution and bylaws.

5 **Q** You ever provided me with a copy of an executed
6 version of the Constitution and bylaws of Life and Hope
7 Assembly of God?

8 **A** Separate from this?

9 **Q** Yes. Is this not what you wanted me to believe
10 was the constitution and bylaws of Life and Hope Assembly
11 of God?

12 **A** I believe up to page 8, that's the constitution
13 and bylaws. That is our constitution and bylaws, page 1
14 through 18.

15 **Q** And after page 18?

16 **A** This was our meeting that we had, page 19 was
17 our meeting.

18 **Q** Okay. Are they part of the constitution and
19 bylaws of Life and Hope Assembly of God?

20 **A** The minutes? That's just the minutes that we
21 have. We have them every year.

22 **Q** Okay. Are the pages in that pleading what you
23 were holding for me, the Court and the world as being the
24 constitution and bylaws of Life and Hope Assembly of God
25 as they existed on December 31st, 2008?

1 **A** I believe so.

2 **Q** They are? Okay.

3 **A** Uh, on -- that's the -- I can't see in here
4 where there were any, uh, minutes in the body of it, if
5 there were anything that was changed or anything. I
6 thought it was always at the very end. But maybe it's in
7 the body of it. The constitution and bylaws --

8 **Q** The constitution and bylaws have some very
9 clear rules for, uh, membership rules, meetings, all
10 kinds of things that the church is supposed to do. And
11 we talked about a lot of those things during the
12 deposition, didn't we?

13 **A** I'm not sure about the specifics of things.

14 **Q** Do you remember where we talked about quorums
15 and meetings and you didn't understand what a quorum was?
16 You remember that conversation?

17 **A** I don't remember that conversation. A forum
18 [sic] is, uh, a body of people who get together.

19 **Q** All right. All right.

20 **MR. LAFAYE:** Your Honor, I've got the
21 original of volume 2 of Mary Ellen Harris'
22 deposition that I would like to unseal at this time.

23 **THE COURT:** You may.

24 **BY MR. LAFAYE:**

25 **Q** I'm going to ask you to open up to page 155 in

1 here.

2 A (Witness complies.)

3 Q And before we get into that, y'all recorded the
4 deed for Mr. Bridwell in January of 2010, isn't that
5 right?

6 A I believe so.

7 Q Okay. So in this part of the deposition, I
8 asked you the question on line 8 on page 155. What was
9 the quorum in January of 2010? How many members did you
10 have -- have to have to make a quorum? You see where I
11 asked that?

12 A Yes.

13 Q What was your answer?

14 A What line are you on?

15 Q I'm looking on line 10. That's your answer.

16 A We don't.

17 Q Continue.

18 A What is a quorum? That's terminology.

19 Q Could you please just read it on line 10. You
20 call it a quorum. Could you read that response?

21 A You call it a quorum. That's coming from your
22 denomination. We don't call it a quorum.

23 Q Okay. So your bylaws that you are used to
24 working on in this church call it a quorum, don't they?
25 Do we need to go to the bylaws or can we admit that they

1 call it quorums in meetings?

2 A Whatever is in the constitution and bylaws.

3 Q Okay. Let's take a look at it. You're not
4 going to -- you're going to accept my word for it. I
5 don't want you to. We're going back to Plaintiff's
6 Exhibit number 10. We're looking at what seems to be an
7 index for the bylaws, am I right?

8 A Yes.

9 Q We go down -- it actually says page, question
10 mark. What does it say?

11 A Quorum, rite of initiative and amendments of
12 order.

13 Q You told us earlier that the bylaws and the
14 constitution is what the church, I believe you said
15 (inaudible) I think is what you said, right?

16 A Yes.

17 Q So this is the governing document of your
18 church. To the extent there was a church, you are saying
19 that all times between 2008 when this deed was signed and
20 2010 when you recorded it, this is what governed the
21 church, right?

22 A This document -- our constitution and bylaws,
23 we had to have in order in 1976. So they've come down
24 through the years. I believe that this is what we would
25 have been going by in 2008.

1 Q Okay. So you didn't know what a quorum was.

2 A Pardon?

3 Q When I asked you this question in your
4 deposition, you didn't know what a quorum was, did you?

5 A Your problem had me so upset. Yeah, I know what
6 a quorum is. But according to this, I --

7 Q You had the composure to say that it was
8 something that my denomination does. We don't use that
9 term. We don't call it a quorum, that's what you said,
10 right? You don't sound too upset --

11 A That's what it says in here, yeah.

12 Q Are you saying that the --

13 A No, I'm not accusing anybody of anything.
14 Don't go there please.

15 Q I want you to admit that that's actually what
16 you said --

17 A I said that's what's in the deposition.

18 Q Did you say it or not?

19 A It's in the deposition. If it's in here, I'm
20 not saying somebody put something in here that I didn't
21 say. But --

22 Q Okay.

23 A I know what a quorum is. I know exactly.

24 Q Also, these documents that again speak for
25 themselves, they have rules for selection of officers. I

1 think there are deacons in your church. They might be
2 different in other churches.

3 A What are you reading from, please?

4 Q I'm just asking a general question.

5 A Oh, okay.

6 Q This document contains a lot of rules. It has
7 rules for meetings. It has rules for elections. It has
8 rules for finance. It has a lot of rules, right?

9 A Yes.

10 Q And with meetings, it says there should be
11 minutes kept in the meetings, doesn't it?

12 A Yes.

13 Q And you've admitted that you haven't provided
14 me with these minutes, have you?

15 A No, I did not provide you the minutes.

16 Q Okay. So what we have is the existence of the
17 church, whether it existed or not, you are saying it
18 existed at 1325 Brushy Creek Road, right?

19 A Yes.

20 Q Even though that was occupied by Hispanics
21 ministry that you had been in a lawsuit against in an
22 adversarial manner.

23 A No, I wasn't in a lawsuit with the Hispanics
24 now. There's nothing in there that says Hispanics. It
25 was the Koreans.

1 Q You were trying to avoid a transaction, a
2 contract that they had entered into. They wanted to
3 close on that transaction, didn't they?

4 A I did not interfere with the closing of the
5 transaction.

6 Q You filed a lawsuit in that -- did you file a
7 lis pendens on that -- in that?

8 A Yes, I did file a lawsuit.

9 Q So you filed a lis pendens, why did you file a
10 lis pendens.

11 A A lis pendens?

12 Q Yes.

13 A Is there a lis pendens?

14 Q Yes.

15 A I don't know that I filed a lis pendens, no.

16 Q Okay. Did you file a lis pendens in the
17 Koreans case?

18 A On the property?

19 Q Yes.

20 A I don't remember.

21 Q Okay. All right. So you were operating a
22 church where you had at least tried to avoid that
23 transaction between the two parties. And you were
24 operating under rules that you don't seem like you either
25 understood or followed, isn't that right?

1 **A** I understand our constitution and bylaws.

2 **Q** When I asked you in deposition who was on your
3 church board in 2010, you remember what you told me?

4 **A** I think I told you I can't think of their names
5 right now. I can't think of their names. I didn't
6 remember.

7 **Q** Right. You are the senior pastor of the
8 church. The bylaws require you to have a governing
9 board, don't they?

10 **A** Yes, it does.

11 **Q** And you could not remember --

12 **A** I probably could have if I had not been so
13 upset. I mean, this was the hardest thing I've ever gone
14 through, the deposition.

15 **Q** This was the second section of your deposition,
16 wasn't it?

17 **A** Yes, well, maybe not. No.

18 **Q** You remember that the first deposition --
19 actually, the first one, you were unable to attend, if
20 you recall. The first one you actually testified was
21 September 24th of 2010, you recall that?

22 **A** I don't remember the date.

23 **Q** If it says that on the --

24 **A** If it says that, I accept it.

25 **Q** The second one was November 18th, 2010. You

1 have any reason to doubt that?

2 A I don't remember the date, but whatever's on
3 there.

4 Q At that point, you couldn't tell me who was on
5 your board.

6 A Did you ask me previously so that when I came
7 back I would have it or what? No?

8 Q All right. I'm asking you, as the senior
9 pastor of the church, who was on your board less than a
10 year ago. You are telling me -- you said in that
11 deposition --

12 A I could have gone to the church and got the
13 information. I could have told you who was -- was it
14 2010 you were asking me for?

15 Q I was asking you for 2010 is when this deed was
16 -- you testified the deed was accepted in a meeting.

17 A For 2010.

18 Q Yes. Right.

19 A I knew who was on the board.

20 Q Then why didn't you answer the question?

21 A I don't know. I was probably so aggravated
22 with you, but I'm sorry.

23 Q You understand that the reason why questions
24 are asked in depositions is so that the lawyers could
25 understand the case and advise their client as to if it

1 makes sense to go to trial or if it makes sense to
2 settle?

3 A I'm sorry.

4 Q You understand that?

5 A I do understand that, but I was visibly shaken.

6 Q And you understand that the answers in your
7 deposition could end up costing my client money and me an
8 awful lot of time if you don't give me straightforward
9 answers, you understood that, didn't you?

10 A I wasn't thinking about that at the time. I'm
11 sorry.

12 Q Now, again, I don't want to get into the
13 personalities of this very much. At one point in that
14 deposition, you accused me of misleading Gary Hill at a
15 hearing that we had in this courthouse --

16 A Pardon me now? Go again.

17 Q Did you not accuse me of misleading Judge Gary
18 Hill when we had had a hearing in this case and you said
19 that I misled him in the way that I conducted myself in
20 that hearing? Didn't you do that?

21 A When was that said?

22 Q Didn't you, in that deposition, the second
23 deposition section, did you not --

24 A Which?

25 Q Did you not accuse me of misleading Judge Hill?

1 A What page is it on?

2 Q I'm not asking you that question yet. I'm
3 asking you whether you remember that or not.

4 A I don't remember it. I'm sorry. I don't.

5 Q Okay.

6 A I'm just trying to be honest.

7 Q Okay. Page 109 of session 2. Start reading
8 from line 8 on page 109 of volume 2.

9 A Which line please?

10 Q Line 8.

11 A (Reviewing.) You don't want to read line 7,
12 what you asked me?

13 Q I want you to start reading from line 8.

14 A I believe that you are just like you were not
15 truthful in the courtroom when you got the attorney --
16 the judge to order that I get an attorney and you slipped
17 things -- you slipped these things to me. It will say in
18 the documents that I got out of the court records, which
19 I ordered that there were no documents presented. You
20 certainly presented this to me.

21 Q Okay.

22 A You handed me ---

23 Q Mrs. Harris --

24 A --- a document.

25 Q Yes, Mrs. Harris, I did. I handed you a couple

1 of cases and I handed you the memo that I was operating
2 on with Judge Hill. And basically was -- we'll get into
3 the merits of that, but you remember that, didn't you?
4 That hearing was several months before. That hearing, I
5 think, was maybe in April? I'm not sure. It was several
6 months before, right?

7 **A** Well, it disturbed me very much. When I
8 ordered the transcript, when I saw the transcript that no
9 documents were submitted and I knew that you handed that
10 one to me and nothing was said to the judge about giving
11 me that document. That's why I thought that way. I
12 thought that you did that.

13 **Q** You may have felt that way, but you were able
14 to remember that, right?

15 **A** And it upset me very much.

16 **Q** But you are not able to remember who was on
17 your governing board.

18 **A** I knew. I'm sorry, but I knew.

19 **Q** Were you misleading me in the deposition?

20 **A** I was not meaning to mislead you, no. No way.

21 **Q** So you knew the answer to the question but you
22 told me you didn't know the answer.

23 **A** But right there, you kept pounding on me and
24 saying things to me and wanted me to give you an answer,
25 like tell me right then. I just felt pressured. Of

1 course I know who's on my board. I'm sorry.

2 Q If you had told me who was on your board, I
3 would have had a chance to go talk to those people,
4 wouldn't I?

5 A If you would have said you wanted to go talk to
6 them, I would have set it up.

7 Q How could I do that if you told me you didn't
8 remember who they were?

9 A I don't remember saying I didn't know who they
10 were. But it's in there, so I have to go with what's in
11 there.

12 Q All right. So December 2008, your testimony is
13 you had a church at 1325 Brushy Creek Road.

14 A Yes.

15 Q Is that right?

16 A Yes.

17 Q And you are saying you had nothing to do with
18 the preparation of that deed that Gordon Bridwell brought
19 to you?

20 A I did not.

21 Q And nobody in your church had anything to do
22 with the preparation of that deed?

23 A I would not think so, no.

24 Q Okay. And he just pulled that grantee
25 language, Life and Hope Assembly of God ministries, he

1 pulled that out of the air. Where did he get that?

2 **A** The only documents that I know as that -- and
3 this would be from Reverend Blunt, that someone -- he had
4 gone to a church and they were preparing deeds and wills
5 at church for people. He was visiting there with
6 someone. There was someone that was there that did those
7 kinds of things. That's, uh, -- that's the testimony
8 that needs to come from somebody else.

9 **Q** Okay.

10 **A** Cause I was not -- I was told that second-
11 handed by Reverend Blunt.

12 **MR. LAFAYE:** I'm going to ask for just a
13 minute, Your Honor, if that's alright.

14 **THE COURT:** Yes, sir.

15 **MR. LAFAYE:** Your Honor, that's all the
16 questions that I'm going to have. I know that we're
17 getting a little bit late. I am going to make a
18 Rule 11 motion based on her testimony both with
19 regards to the document --

20 **THE COURT:** Hold on, Mr. Lafaye. You are a
21 little premature.

22 **MR. LAFAYE:** Yeah, I am.

23 **THE COURT:** I know you're going to but it's
24 not time yet.

25 **MR. LAFAYE:** All right.

1 **THE COURT:** If I'm not mistaken, I don't
2 think Mr. Erwin's had the opportunity to cross-
3 examine his client.

4 **MR. LAFAYE:** I understand, but I think even
5 beyond that, what I just heard about how she
6 conducted herself in deposition and got me a
7 little --

8 **THE COURT:** All right. I understand.

9 **MR. LAFAYE:** Thank you.

10 **THE COURT:** Okay. Let's take an hour for
11 lunch and come back and conclude. Mrs. Harris,
12 again, I'll remind you, you are still under oath.

13 **THE WITNESS:** Yes, Your Honor.

14 **THE COURT:** You can't discuss your testimony.
15 You can go to lunch with your friends, but you can't
16 discuss your testimony. And I would ask you don't
17 go to lunch with anyone who is going to testify.
18 Okay.

19 **THE WITNESS:** Okay.

20 **THE COURT:** Don't discuss it in any way with
21 anyone who is going to testify. If that means y'all
22 have to go to lunch separately, then that's what
23 y'all are going to have to do.

24 **THE WITNESS:** Okay. But they can go to lunch
25 together?

1 **THE COURT:** Sure. Yeah. Absolutely.

2 Absolutely.

3 **THE WITNESS:** Thank you, Your Honor.

4 **THE COURT:** Yes, ma'am.

5 All right. We'll go back on the record at two
6 o'clock.

7 **(WHEREUPON, a lunch recess is taken.)**

8 **THE WITNESS:** Sorry, Your Honor. Went home
9 to check on my little darling that gave me this
10 problem.

11 **THE COURT:** That's alright.

12 Mr. Erwin, your witness, sir.

13 **MR. ERWIN:** Your Honor, I have no questions.

14 **THE COURT:** Okay. Good enough. All right.
15 Thank you.

16 Ms. Harris, you can step down.

17 Okay. Do you have any more witnesses you'd
18 like to call?

19 **MR. LAFAYE:** Uh, no, Your Honor. I don't and
20 I want to more properly make the, uh, Rule 11 motion
21 that I started to make before lunch. And I want to
22 base that on the fact that we have two things. One,
23 we have a document that is clearly, at the very
24 least, questionable. I mean, Mrs. Harris admits that
25 that document was questionable that was filed with

1 this court. Rule 11 means that parties and
2 attorneys, when they sign a pleading, and she
3 admitted that she signed a pleading. She says that
4 maybe she was at the beach when it was actually
5 filed, but she said it was filed at her direction.

6 The filing of that document has, I believe, is
7 a Rule 11 violation in and of itself. That document
8 was so clearly questionable to the point of being,
9 uh, a forgery. That document put us into a -- made
10 me do an awful lot of work to try to track this
11 thing down to figure out what exactly it was at two
12 depositions.

13 The other grounds for Rule 11, I'll say, is the
14 way I heard Ms. Harris on the stand was that she
15 said that she could have answered my question about
16 the board members and all that and the questions
17 that I was asking in order to get that answer -- to
18 try to figure out did this church actually exist.
19 She could have answered it but she chose not to
20 because she was mad at me.

21 Now, she said one time, I think Your Honor's
22 ears, or memory is going to be what I'm going to go
23 with. But originally, she said I was so upset and I
24 just couldn't remember. The last thing I heard her
25 say on that issue was that I just wasn't going to

1 answer that. And when a party in a lawsuit
2 deliberately evades answering questions that go to
3 the heart of a case, I asked her -- she testified to
4 this. Before I ever filed a lawsuit, I sent her a
5 letter saying please give me some evidence that this
6 church actually exists. She didn't comply with
7 that. I had to file this action. I would have
8 gotten documents that I can't trust. I'd have
9 gotten all that this case has been and the
10 depositions are up there, the transcripts of the
11 depositions will show that, yeah, they got
12 contentious, but I believe they got contentious,
13 because I was simply not getting answers to
14 fundamental questions.

15 I think this is the circumstance where you have
16 a person who has absolutely refused to cooperate
17 with the system, has not answered my questions, has
18 propounded what is clearly a questionable, if not
19 forged, document.

20 And given that, one of the remedies of Rule 11
21 allows for, it allows for a lot. It allows for the
22 cost for me for what I had to do to track this stuff
23 down. And part of what I'm going to ask for is the
24 cost of the action including what we had to pay for
25 the depositions. It also has the potential remedy,

1 the striking of a parties' pleadings. I don't think
2 that is a remedy that should be invoked lightly. I
3 don't think you go around because somebody didn't --
4 was a little coy on an interrogatory, you don't do
5 that. But when somebody slips in a document, puts
6 -- files a document with the court that is clearly
7 false and then tries to pin the blame on the
8 opposing attorney and everybody else in the world
9 other than the person who actually signed and filed
10 that document.

11 And the good news, Your Honor, is you don't
12 have to take my word that I didn't slip that in.
13 There's a record at the court that shows what was
14 filed and when it was filed. There's simply no
15 question that the responsibility for that filing
16 lies with Mary Ellen Harris, whether she physically
17 filed it or not. She's the one who signed that
18 pleading. That's what it says on that this process
19 over a year.

20 I think at that point, uh, with that in mind, I
21 really believe that the Court take a hard look at
22 this situation is going to say -- should say, Your
23 Honor, that her behavior in the course of this
24 litigation has so soiled the -- or so frustrated the
25 ability of my client to prepare this case, for me to

1 get ready for trial that that behavior needs to be
2 punished and is, because of the nature of the
3 malfeasance, the misleading me in the deposition and
4 the, uh, propounding of this document, it does fall
5 for that ultimate sanction of striking the party's
6 pleadings. Thank you.

7 **THE COURT:** Okay. Mr. Erwin, do you intend
8 to call any witnesses, sir?

9 **MR. ERWIN:** Your Honor, I was not going to
10 cross her. My assumption was I had the ability to
11 call her in our case-in-chief.

12 **THE COURT:** Yes, sir. You do.

13 **MR. ERWIN:** Quite frankly, Your Honor, I
14 think that's going to depend on your ruling on this
15 motion.

16 **THE COURT:** I was going to take the motion
17 under advisement. I need to see a case in round --
18 in full before I decide whether to sanction
19 somebody.

20 **MR. ERWIN:** Yes, sir.

21 **THE COURT:** That's why I was asking you. If
22 you said that you were going to put witnesses on the
23 stand, then I would prefer to hear those before I
24 make any decision, positive or negative, regarding
25 sanction.

1 **MR. ERWIN:** Well, Your Honor, I believe that
2 my client wants me to put up testimony of witnesses.
3 So at this point, unless he has any other motions, I
4 guess we'll go forward with our case-in-chief. I
5 guess, at this -- I will say this, Your Honor, the
6 reason I objected to the pleading is the copy of the
7 pleadings coming in and I think that's Exhibit
8 number 10.

9 **THE COURT:** Yes, sir.

10 **MR. ERWIN:** He has not introduced the deed
11 which he is challenging. Now, it's contained as an
12 Exhibit in this document. But the reason that I was
13 questioning the Court's ruling about the
14 introduction or admissibility of this document was
15 that it was limited. I think Your Honor has
16 answered this. If, in fact, Exhibit 10 was limited
17 to any differences between this and the original
18 pleadings that are in the court's file, then the
19 deeds that he is challenging is not in evidence. I
20 would move for directed verdict based upon that. He
21 has failed in his proof to bring before the Court
22 the very deed that he challenges. It's now to the
23 extent that your entry of that Exhibit included all
24 of its exhibits attached to that. I think I lose
25 that motion.

1 **THE COURT:** Okay.

2 **MR. LAFAYE:** I did ask Mrs. Harris to verify
3 the document that is contained in there was the deed
4 that she received. And she did that. We talked
5 about it for a good bit. I think that deed is
6 properly before the Court. I know it was made as an
7 attachment to the pleadings as well. I think that
8 the deed is properly there. It is properly in
9 evidence. It was properly -- the nature of the deed
10 was testified to by Mrs. Harris.

11 **THE COURT:** Okay. I do think the deed is
12 much part of that package that was introduced and
13 then, of course, is part of the record. I'll
14 respectfully deny the directed verdict motion after
15 having viewed the same in the light most favorable
16 to the moving party. All right. You ready to put
17 up witnesses?

18 **MR. ERWIN:** I am, Your Honor.

19 **THE COURT:** All right, sir. You may call
20 your first witness.

21 **MR. ERWIN:** I call Mary Ellen Harris.

22 **THE COURT:** Mrs. Harris, if you'll come up,
23 ma'am. I'll remind you that you continue under your
24 previous oath that you took this morning. Okay.

25 **THE WITNESS:** Yes, sir.

1 **THE COURT:** We won't reswear you. Okay?

2 **THE WITNESS:** All right. Okay.

3 **MARY ELLEN HARRIS**

4 having previously been sworn, testifies as follows:

5 **DIRECT EXAMINATION**

6 **BY MR. ERWIN:**

7 **Q** Mrs. Harris, this is your case-in-chief. And I
8 think during the circumstances of your case as its
9 developed and the events with earlier today, that I am
10 going to, with the Court's permission, handle your direct
11 testimony in the following manner. If there's
12 information that you would like for this Court to know
13 about your case that was not touched upon in your
14 previous examination by Mr. Lafaye, then this is your
15 opportunity to tell the Court that information, if I may
16 have the Court's permission to conduct the direct in that
17 manner.

18 **THE COURT:** Yeah. I don't have any problem
19 with that.

20 **MR. ERWIN:** Thank you.

21 **BY MR. ERWIN:**

22 **Q** So, Mrs. Harris, if you understand that --

23 **A** Yes.

24 **Q** --- then instead of me asking you questions in
25 this case, if there's information that you wish this

1 court to know about your case -- and still, I'm going
2 remind you of what the Court advised you and I advised
3 you before about your 5th Amendment rights, then this is
4 your opportunity to tell the Court that information.
5 Okay.

6 **A** Yes. I don't believe that I have done anything
7 wrong. I know that I didn't do anything wrong. I know
8 that I did not white out any documents. I not only have
9 to answer to this court, there's a higher court that I
10 have to answer to. I've tried to conduct things in a
11 fair manner and truthful all my life, in this 47 years
12 I've been in pastoral work. And I did not falsify or
13 white out any documents in any way.

14 The fact of the matter, the document for the 2006,
15 we did not enter a, uh, the notary part of that document
16 because there was a problem with it. The notary had put,
17 uh, that his notary time ended in 2006. So I had to
18 write him a letter after I was sued and tried to get in
19 touch with him to find out who Butch was, because it was
20 information that was in the documents that Butch Gordon
21 left that said Butch had prepared, had copied, uh, from
22 his computer a form that said this is to void the deed
23 that Eddie has in his possession and to deed my property
24 to Life and Hope. And it had Butch. I did not know who
25 Butch was. I never heard the name Butch. In the church,

1 we -- everybody -- all the church circles knew him as
2 Gordon, never heard the name Butch. So I had that and
3 then I didn't know who Toby was. There was a letter in
4 there also --

5 **MR. LAFAYE:** Your Honor, I'm not going to --
6 I'm going to object to her testifying to documents
7 that have not been entered into evidence.

8 **THE WITNESS:** Uh, I have the documents that
9 could be presented. Could they be presented.

10 **THE COURT:** I'm going to let you testify.
11 I'm going to overrule. I would tell you that
12 you are welcome to continue to object.

13 **MR. LAFAYE:** Right.

14 **THE COURT:** There may be some testimony that
15 is objectionable and we may need to move on because
16 it may not be relevant, but I'm going to invite you
17 to object at the appropriate time. I'm going to
18 give her some latitude though.

19 **MR. LAFAYE:** I understand.

20 **THE COURT:** Okay. All right. Go ahead.

21 **THE WITNESS:** Where was I?

22 **THE COURT:** The document from Toby.

23 **THE WITNESS:** So I wrote. I called Columbia
24 and got the name of a notary. So I got his address
25 and I wrote him a letter and mailed the documents to

1 him asking him if he, in fact, was a notary and who
2 Butch was and who Toby was. I didn't know those
3 people, the other names. Toby is, in fact, the
4 nickname for the notary. Butch is, in fact, the
5 nickname for Gordon.

6 That mail was returned. I still have that and
7 its unopened. It's in the files, the letter I wrote
8 him and also the notary part of the 2006 is still in
9 that envelope. That's why I always had a problem --
10 even at the deposition and I've always told my
11 attorney, I have a problem with the notary letter
12 that's in the files. I knew I had the original. So
13 that was my position on that. I wasn't trying to
14 mislead the Court or anything.

15 I needed to have a response from this notary
16 when Judge Garrison, I believe it was, said I had to
17 have it in in so many days. I made about 30 calls
18 to find the notary. I did get in touch with him.
19 He sent an affidavit about his part and how it came
20 about that he notarized the papers for Gordon. He
21 was a very good friend of Gordon's and had known
22 Gordon for over 40 years. I didn't really know
23 Toby. I met him one time. That was when I settled
24 the case for Gordon in probate court about his
25 mother and him not having to pay the \$93,241. I did

1 meet Toby then, but I did not see him again. Uh, I
2 did not hear from him again or talk with him until I
3 called him.

4 He was, at that time, in Virginia, working.
5 Apparently, he works on jobs that send him to
6 different parts of the country. So maybe that's why
7 his letter was returned. I'm sorry. Sometimes I
8 don't get with things as I should with the church.
9 My husband's a World War II veteran. I have a 13-
10 year-old. I'm sorry. Some of these things like my
11 information he had asked, I'm sorry. I just didn't
12 get it to him.

13 But there is a true document that goes with
14 that 2006. And, uh, a deed that was done. And, uh,
15 I would like the evidence presented in this court of
16 the notary documents, the true ones. I would like
17 the affidavit of the notary to be included. He can
18 not be here because he had major surgery and just
19 got out of the hospital yesterday and his doctor
20 advised him he could not travel. He lives in -- it
21 isn't Rock Hill, but it's somewhere near Rock Hill.
22 I can't remember the name. The little town outside
23 of Rock Hill. He said he, in fact, could not be
24 here.

25 But, uh, I know I've not doing anything wrong.

1 I would never submit false documents. I would never
2 put myself in that position to -- and do anything
3 that was wrong in any manner. I just, uh, -- I'm
4 just about as confused about it, I guess, as
5 everybody else is. I certainly would never put a
6 false document in with something or change anything
7 in any way. But I do request that the documents
8 that are the true documents would be admissible in
9 this Court, Your Honor, in all fairness for a fair
10 judgement on the case.

11 **THE COURT:** All right. Let me ask you about
12 your cooperation. When did you initially
13 incorporate Life and Hope Assembly of God?

14 **THE WITNESS:** In 1970 -- I believe it was
15 1970 -- Your Honor, I think it was '76. I'm not
16 real sure.

17 **THE COURT:** All right. And what was its
18 initial corporate name?

19 **THE WITNESS:** Uh, when we took the church, it
20 was, uh, Open Bible Assembly of God. By the time we
21 incorporated, I'm not sure if it had Eastside
22 Assembly, if we had the name Eastside Assembly at
23 that time. We may have when it was incorporated. I
24 would need to see that to know for sure.

25 **THE COURT:** What, uh, -- was there a period

1 of dissolution?

2 **THE WITNESS:** No, never, Your Honor. Never.
3 Never. We continued to have church at 1325 Brushy
4 Creek Road.

5 **THE COURT:** When did you change the name to
6 the Life and Hope Assembly?

7 **THE WITNESS:** The Life and Hope Assembly of
8 God?

9 **THE COURT:** Yes, ma'am. I'm sorry.

10 **THE WITNESS:** Uh, it may have -- Your Honor,
11 I'm not real sure without looking at our church
12 records.

13 **THE COURT:** Okay.

14 **THE WITNESS:** I would think it would be some
15 time after 1995.

16 **THE COURT:** Okay.

17 **THE WITNESS:** I went to the bank, and we're
18 with Bank of America right now. We were with a
19 previous bank. But their records took me back to
20 2000 and -- I think it was 2003 that we opened an
21 account with them in the name of Life and Hope. We
22 were with BB&T prior to then.

23 **THE COURT:** Okay. How many people are in
24 your congregation?

25 **THE WITNESS:** Well, it varies. We have about

1 80 people on our roll. As most churches are, that
2 many people are not there every Sunday.

3 **THE COURT:** Right. I understand.

4 **THE WITNESS:** We have, uh, the ones that we
5 can more or less depend on, about 40, 45 right now.
6 With me trying to help the Hispanic church, it did
7 interfere with our congregation because we had joint
8 services for a while. I think that -- I'm happy
9 that I helped those people and they are doing good,
10 but it did interfere with my congregation. At one
11 time, we had 125 people. I was trying to do home
12 missionary work and help get these other people
13 started from the people who came and wanted to start
14 a church like the Koreans and like the Hispanics.
15 And they wanted to be in the Assemblies of God and
16 they had to have a pastor that was over them prior
17 to -- and having meet the criteria where they could
18 become an Assembly of God church. And they had to
19 meet -- the pastors had to meet the requirements.
20 So I felt like it was a home mission work. I just
21 wanted to help these people start a church, you
22 know. So in doing that, it did hurt my congregation
23 some.

24 **THE COURT:** All right. Thank you.

25 Mr. Lafaye, do you have any questions of her?

1 **MR. LAFAYE:** Just a couple.

2 **CROSS-EXAMINATION**

3 **BY MR. LAFAYE:**

4 **Q** When you were talking to His Honor -- answering
5 His Honor's questions, do you remember that I asked you
6 kind of similar questions about the size of your church
7 in 2008 when we had the deposition? You remember --

8 **A** No, I don't remember you asking me. I'm sorry.
9 But if it's in there, you did. You know, I don't --

10 **Q** You remember ever telling me what the size of
11 the congregation was in 2000--

12 **A** No, I do not. I don't remember you asking me
13 the question. I'm sorry.

14 **Q** And when the deed was done for the Koreans Full
15 Gospel church in 2003, the grantor was Eastside Assembly
16 of God, wasn't it?

17 **A** Well, that was on the deed. That's the way it
18 had to be even though we were Life and Hope. The deed
19 read Eastside Assembly because we had not had it changed.

20 **Q** And you then, in 2010, actually changed the
21 name, didn't you?

22 **A** No, it was changed before then. Our bank
23 account would show that it was Life and Hope Assembly of
24 God.

25 **Q** You pulled up the Secretary of State. You

1 didn't change it on the records until April of 2010,
2 didn't you?

3 **A** That's right. It wasn't until 2010 that I
4 realized that, hey, this had not been done.

5 **Q** Okay.

6 **A** So for a while, we had Eastside slash Life and
7 Hope on our checks until we thought things got kind of
8 changed. So that's just a legal thing. It should have
9 been taken care of that I failed to follow through and
10 do. I didn't intentionally do it. It just happened.

11 **MR. LAFAYE:** That's all I have, Your Honor.

12 **THE COURT:** Okay. All right. Any redirect?

13 **MR. ERWIN:** Well, Your Honor, she has eluded
14 to some documents. I think that what I'd ask that
15 she be able to do is look through these pieces of
16 paper and if there are items that she wishes to
17 submit, then, uh, she can do that.

18 **THE WITNESS:** I have the original of this
19 envelope. I have the original where this letter was
20 sent if you'd want the original. You want to look
21 at this?

22 **MR. LAFAYE:** Your Honor, you mind if I
23 approach?

24 **THE COURT:** No, I don't mind.

25 **THE WITNESS:** I think --

1 **THE COURT:** Since this is redirect, I'll let
2 you comment on those things that you brought up
3 originally in your testimony, but what I don't want
4 to do is for you to go through that stack and start
5 remembering additional things that you wanted to
6 bring up that you may have forgot in the first
7 place. Your testimony now is limited. Okay.

8 **THE WITNESS:** Yes.

9 **THE COURT:** It's limited to what you may have
10 already brought up or actually, technically, to what
11 was asked to you in cross-examination. But I'm
12 going to give you some latitude on that. But I
13 don't want to open Pandora's box and start going
14 over testimony again. Okay.

15 **THE WITNESS:** Okay. Yeah.

16 **THE COURT:** All right.

17 **THE WITNESS:** You want me to show the
18 original of this?

19 **THE COURT:** Mrs. Harris, I want to be real
20 clear with you. I don't want anything. Okay. It's
21 up to you. You give me what you think I should have.

22 **THE WITNESS:** I would like for the original
23 to be submitted that's in my notebook back there.
24 Can I go get it?

25 **THE COURT:** Give her notebook.

1 **MR. ERWIN:** I can bring it.

2 **THE COURT:** Okay.

3 **THE WITNESS:** Thank you. (Reviewing.)

4 It's here. It's still unopened. But it is the
5 same information. I had copies when I sent it to
6 Mr. Tarver. I made copies before I sent it. What I
7 sent to him and was returned is all still in here.

8 **THE COURT:** All right. And have you
9 disclosed that to opposing counsel?

10 **THE WITNESS:** No, my attorney is aware that I
11 have it.

12 **THE COURT:** Okay. Has it been disclosed to
13 opposing counsel?

14 **THE WITNESS:** I'm sorry.

15 **THE COURT:** Has it been disclosed to the
16 other side? Has it, Mr. Lafaye?

17 **THE WITNESS:** No, no.

18 **MR. LAFAYE:** Your Honor, I wouldn't mind
19 taking a look at it. (Reviewing.)

20 Oh, absolutely not. This is 28 April 2010.
21 She never mentioned Mr. Tarver's name at any point.

22 **THE COURT:** So do you object to its
23 introduction?

24 **MR. LAFAYE:** I do object to the entry of
25 that. That's, uh, -- she had that in her possession

1 at the time of her deposition. I should have been
2 able to see it.

3 **THE WITNESS:** I was never asked about it.

4 **THE COURT:** All right.

5 **MR. LAFAYE:** I object to it, Your Honor.

6 **THE COURT:** I'm not -- you told me about it,
7 I know. But I'm not going to allow you to put it in
8 the record, okay. Discovery requires -- if you are
9 going to introduce it at trial of the case, you have
10 to disclose it to the other side.

11 **THE WITNESS:** Okay. Just the copies can be
12 entered?

13 **THE COURT:** Have you shown those to the other
14 side?

15 **THE WITNESS:** He has seen this.

16 **MR. LAFAYE:** The deed, I have absolutely no
17 problem coming into evidence.

18 **THE COURT:** Is that --

19 **MR. LAFAYE:** This actually is the original
20 with the original signature.

21 **THE COURT:** All right. You want to admit
22 that as evidence, ma'am?

23 **MR. LAFAYE:** Mrs. Harris?

24 **THE WITNESS:** Yes.

25 **THE COURT:** You want this admitted into

1 evidence?

2 **THE WITNESS:** The original?

3 **THE COURT:** Yes, ma'am. It's up to you.

4 **THE WITNESS:** Then we won't have an original.
5 Can we always get it out of the Court records?

6 **THE COURT:** Once you submit it into the court
7 records, you're not going to be able to get it back.
8 But a deed is recorded with the Register of Deeds.

9 **MR. LAFAYE:** Will you consent that the one
10 that we talked about earlier is the deed?

11 **THE WITNESS:** Jim, I need some advice here.

12 **MR. ERWIN:** All I can tell you is that when
13 you record a deed, the only copy that ever counts is
14 the one that's at the Register of Deeds office. The
15 original document can be lost or whatever. The
16 reason that you record, that's the one that counts.
17 So I don't see any problem with regards to the real
18 estate itself if the original is submitted to the
19 Court here today, but there's already a copy of that
20 document in there Exhibit number 10.

21 **THE WITNESS:** And it's the exact copy?

22 **MR. ERWIN:** You can compare those two. I'm
23 not going to comment as to whether it's an exact
24 copy. I think it is. But you can certainly compare
25 those and make a decision as to whether or not you

1 want to admit that.

2 **THE COURT:** If it's cumulative, I believe
3 they have another copy.

4 **THE WITNESS:** Pardon?

5 **THE COURT:** If it's cumulative, that is, if
6 it's a copy of one that's already been admitted into
7 the record, I don't need to see another one. Okay.

8 **THE WITNESS:** Okay. I just wanted to be sure
9 that it is the exact copy.

10 **THE COURT:** You can check and see.

11 **THE WITNESS:** Okay.

12 **MR. LAFAYE:** It's Plaintiff's 10.

13 **THE WITNESS:** Is it in here?

14 **MR. LAFAYE:** Yes, ma'am.

15 **THE WITNESS:** That's it right there.

16 (Reviewing.)

17 I didn't read through all the paragraphs, but
18 Your Honor, it appears to be the same.

19 **THE COURT:** Okay.

20 **THE WITNESS:** On these other copies, Your
21 Honor, on the, uh, I did have certified -- let me
22 put this back with mine. I didn't, uh, give to my
23 attorney the originals of the, uh, signed -- that
24 the notary had signed. I did give the originals to
25 my attorney. I would think that he would have shown

1 those to the opposing attorney and that this should
2 be submitted as evidence of being submitted as
3 evidence of being the, uh, --

4 **MR. LAFAYE:** You have the first two pages?
5 It says page 3.

6 **THE WITNESS:** Its in here.

7 **MR. LAFAYE:** Yeah, that's the 2000 and --

8 **THE WITNESS:** It's the 2000 and --

9 **MR. LAFAYE:** Again, at that point -- find
10 that in there.

11 **THE WITNESS:** It's the 2006 that --

12 **MR. LAFAYE:** Find it in there if you wouldn't
13 mind.

14 **THE WITNESS:** (Reviewing.)

15 **MR. LAFAYE:** Hold on. There is something.

16 **THE COURT:** Now, let's stop. Before we start
17 running down rabbit holes, what are we trying to
18 admit and what's the relevance of what we're trying
19 to admit?

20 **MR. ERWIN:** She has, Your Honor, I believe
21 what's called the final trust and deed of
22 appointment, the document that was apparently signed
23 by Mr. Bridwell, Gordon Bridwell, in March of 2006,
24 which she had provided to my office on, I believe,
25 February the 9th and which I faxed to Mr. Lafaye on

1 February 10th.

2 **THE COURT:** Okay.

3 **MR. ERWIN:** That was pursuant to the
4 discovery. It was the items requested pursuant to
5 the discovery order.

6 **THE COURT:** I understand. Has it been -- has
7 it appeared before?

8 **MR. LAFAYE:** We had it. I will probably want
9 to get a little more direct on her.

10 **THE COURT:** Well, y'all, listen, ---

11 **MR. LAFAYE:** Yeah.

12 **THE COURT:** --- we're not doing a discovery
13 deposition right now.

14 **MR. LAFAYE:** I know.

15 **THE COURT:** This is a trial. Okay. This is
16 a trial. Now, we are either asking questions and
17 conducting testimony in direct examination or cross-
18 examination or we're not. Now, if y'all want me to
19 leave the courtroom and y'all want to start going
20 over this and figuring out what you want to admit
21 and what you don't want to admit, that's fine with
22 me.

23 **THE WITNESS:** Here it is. Here it is. Here.
24 it is right here. My final trust and deed.

25 **MR. LAFAYE:** Okay. And that case -- I

1 thought that was the case that I've seen that and
2 I'm perfectly happy allowing -- can you put --

3 **THE WITNESS:** Yeah.

4 **MR. LAFAYE:** I'm perfectly -- actually, I'm
5 not, Your Honor.

6 **THE WITNESS:** It goes with this.

7 **MR. LAFAYE:** Okay. I'll tell you why I'm
8 not.

9 **THE WITNESS:** It was shown to you.

10 **MR. LAFAYE:** Again, this document that was
11 presented to me by her, she's now saying that a
12 different notary actually notarized the document.
13 I'm going to leave it at that. Actually, I'll admit
14 -- I will admit this document in. But I just want
15 to point out that it needs to be viewed in light of
16 what she actually had prior, had produced prior.
17 Your Honor can make the determination as to whether
18 this document has any great weight given that she
19 had given me a contradictory or different document
20 earlier in the process.

21 **THE WITNESS:** Yeah, this was not something I
22 had in the files.

23 **THE COURT:** Know this, okay, I'm your
24 audience, right. This is a nonjury trial. And
25 y'all have completely lost me. Y'all are having a

1 self-congratulatory conversation about documents and
2 what's come -- what's been disclosed in discovery
3 and what's not. I don't know. Right now, you have
4 completely lost me. Okay. Now, here is the
5 question, does she have a document in her possession
6 that she wants to introduce into evidence and, if
7 so, is there any objection?

8 **MR. ERWIN:** No, Your Honor.

9 **THE COURT:** Okay. Do you have a document you
10 want to enter into evidence?

11 **THE WITNESS:** Pardon?

12 **THE COURT:** You have a document you want to
13 enter into evidence?

14 **THE WITNESS:** Yes, Your Honor.

15 **THE COURT:** Okay. If you would, please hand
16 it to the Court Reporter.

17 **MR. LAFAYE:** That actually is already in
18 evidence. It's in 10, it's already in evidence.

19 **THE WITNESS:** No. No. Uh, the judge said to
20 give it to --

21 **THE COURT:** Is it already in evidence?

22 **THE WITNESS:** No, Your Honor.

23 **THE COURT:** All right. Give it -- give it --

24 **THE WITNESS:** He's not understanding.

25 **THE COURT:** Give it to the Court Reporter.

1 **THE WITNESS:** Here, George.

2 **MR. LAFAYE:** Okay. If that's the page, then
3 that's fine. We'll put the page in.

4 **THE WITNESS:** It goes here, Your Honor. It
5 goes there. Where this is, that belongs here.

6 **MR. LAFAYE:** She's trying to put it into
7 Exhibit number 10. I think it needs to stand alone
8 as it own.

9 **THE COURT:** I understand. I understand.
10 It's a stand alone document that should be in that
11 document.

12 **THE WITNESS:** Should have been in here, yeah.

13 **THE COURT:** Give it to the Court Reporter and
14 we're going to mark that as Defendant's Exhibit
15 number 1. Am I correct?

16 **MR. LAFAYE:** Yes, Your Honor. Without
17 objection.

18 **THE COURT:** All right.

19 (WHEREUPON, Defendant's Exhibit 1 is marked for
20 identification and admitted into the record.)

21 **THE WITNESS:** Is this -- George, you saw
22 this? You should have seen it. I gave it to my
23 attorney to show you.

24 **MR. LAFAYE:** I believe that that was faxed.
25 I don't know that it was readable what I faxed. I

1 don't mind it. Frankly, I don't mind it coming in,
2 Your Honor.

3 **THE COURT:** Okay. All right. Introduce that
4 as Defense Exhibit number 2.

5 Now, hold on, Mary, for a second.

6 Remember what I told you, Mrs. Harris.

7 **THE WITNESS:** Yes, Your Honor.

8 **THE COURT:** I don't want you just going
9 through those documents and just reminding yourself
10 of things that you want to tell me now. Okay.
11 You've already done your direct testimony. This is
12 redirect. All right. So it's limited in scope.

13 If there's a document in there that you already
14 explained, and that you already had the opportunity
15 to testify about and all you want to do is say this
16 is what I was talking about, then put that into the
17 record. But we're not starting your testimony over
18 from scratch. Okay.

19 **THE WITNESS:** Right. Right. Now, this is --

20 **THE COURT:** Hold on. Hold on. She's still
21 marking that Exhibit.

22 **THE WITNESS:** Okay.

23 (WHEREUPON, Defendant's Exhibit 2 is marked for
24 identification and admitted into the record.)

25 **THE WITNESS:** You don't mind --

1 don't mind it. Frankly, I don't mind it coming in,
2 Your Honor.

3 **THE COURT:** Okay. All right. Introduce that
4 as Defense Exhibit number 2.

5 Now, hold on, Mary, for a second.

6 Remember what I told you, Mrs. Harris.

7 **THE WITNESS:** Yes, Your Honor.

8 **THE COURT:** I don't want you just going
9 through those documents and just reminding yourself
10 of things that you want to tell me now. Okay.
11 You've already done your direct testimony. This is
12 redirect. All right. So it's limited in scope.

13 If there's a document in there that you already
14 explained, and that you already had the opportunity
15 to testify about and all you want to do is say this
16 is what I was talking about, then put that into the
17 record. But we're not starting your testimony over
18 from scratch. Okay.

19 **THE WITNESS:** Right. Right. Now, this is --

20 **THE COURT:** Hold on. Hold on. She's still
21 marking that Exhibit.

22 **THE WITNESS:** Okay.

23 (WHEREUPON, Defendant's Exhibit 2 is marked for
24 identification and admitted into the record.)

25 **THE WITNESS:** You don't mind --

1 **THE COURT:** Hold on. Hold on. (Pause.)

2 Okay. Go ahead, Mrs. Harris.

3 **THE WITNESS:** This is a document that I did
4 say, I did mention, you know, in my testimony. This
5 is the affidavit of Mr. Tarver. He's the one that
6 had -- was the notary on the --

7 **MR. LAFAYE:** And that, we are going to object
8 to, Your Honor. He's alive. There's no reason he
9 can't be here to give that testimony.

10 **THE WITNESS:** Well, he just got out of the
11 hospital.

12 **MR. LAFAYE:** Again, I make an objection.

13 **THE COURT:** Okay. I'm going to sustain your
14 objection. Go ahead. Anything else, Mrs. Harris?

15 **THE WITNESS:** A letter that Mister -- uh,
16 that Gordon had written to Toby. If you want to
17 look at it.

18 **MR. LAFAYE:** I don't remember her mentioning
19 that on direct. I'm going to object on that basis.

20 **THE COURT:** All right. I sustain the
21 objection.

22 **THE WITNESS:** My letter that I mentioned.

23 **THE COURT:** Do you want to put it in?

24 **THE WITNESS:** I would like to put the letter
25 in that I had written to him.

1 **MR. LAFAYE:** That, I've never seen, Your
2 Honor.

3 **THE COURT:** Okay. Inasmuch as you never seen
4 it, I'll sustain the objection.

5 **THE WITNESS:** Okay. All right. (Pause.)

6 I'm looking for that short note -- I see it --
7 that Gordon had written. I know Attorney Erwin
8 brought this. That's what I had given to him to
9 give to you.

10 **MR. LAFAYE:** Right. I've seen it if it was
11 in that.

12 **THE WITNESS:** This was given to my attorney
13 to give to you so that you would know about it when
14 I got it. That's why I don't understand why we're
15 not able to put it in with the file when I gave it
16 to my attorney to be put in there and be given to
17 you because that's what the judge ordered, that I
18 get my documents and give them to my attorney to be
19 put in the file.

20 **MR. LAFAYE:** I don't see that document --
21 that letter in the documents that were sent to me.

22 **THE WITNESS:** But Mr. Tarver's letter was in
23 there.

24 **MR. LAFAYE:** Again, my objection was not
25 that. My objection was that Mr. Tarver is alive and

1 could be a witness.

2 **THE WITNESS:** But he just got out of the
3 hospital.

4 **THE COURT:** I understand.

5 **THE WITNESS:** Okay. All right.

6 **THE COURT:** Let me tell you what the problem
7 is. If the other side doesn't have the opportunity
8 to cross-examine somebody and to ask them questions
9 bearing upon the issues that are before the Court,
10 then it's not fair. Let's just say, hypothetically,
11 that Mr. Lafaye brought somebody in -- brought in a
12 document to the Court and just gave it to me and you
13 didn't have the opportunity to question that person
14 and to demonstrate to me or the jury that that
15 person is not to be believed or portions of the
16 testimony were incredulous. It just wouldn't be
17 fair. It's just the rules of court to make
18 everything fair. Now, let's not discuss it any
19 further. Let's go ahead and keep looking at your
20 documents to see if there's anything else.

21 **THE WITNESS:** Can I say one thing? That's
22 why I asked for a continuance cause I knew the man
23 was in the hospital.

24 **THE COURT:** That's what --

25 **THE WITNESS:** I wasn't given 20-day notice.

1 I only knew the day before the hearing.

2 **THE COURT:** Mrs. Harris, please tell me what
3 else you want to put in.

4 **THE WITNESS:** Okay. All right. This was,
5 uh, -- it's not in there. This was the original.

6 **MR. LAFAYE:** Your Honor, I don't remember
7 seeing it, but I frankly don't have an objection if
8 it is what it is. So if she wants to admit it, I'm
9 perfectly fine with it.

10 **THE COURT:** What is that?

11 **MR. LAFAYE:** It is a -- basically, it says
12 that there's -- that enclosed is the property and
13 thanks for your help with the church. So we're --
14 with all your help.

15 **THE COURT:** All right. Mark it. We'll let
16 it in without objection.

17 **THE WITNESS:** Just being thankful for what we
18 did for him.

19 (WHEREUPON, Defendant's Exhibit 3 is marked for
20 identification and admitted into the record.)

21 **THE COURT:** Okay. Mr. Lafaye, something you
22 need to put on the record?

23 **MR. LAFAYE:** Your Honor, I just wanted to say
24 that I'm admitting it without giving any kind of
25 prejudice as to the weight and credibility of the

1 statements therein.

2 THE COURT: I understand.

3 MR. LAFAYE: It doesn't seem to be harmful.

4 THE COURT: All right. Okay. Go ahead, Mrs.
5 Harris.

6 THE WITNESS: I guess I submitted everything
7 that you would allow me to submit.

8 THE COURT: Okay. All right. Good enough.

9 THE WITNESS: Thank you.

10 THE COURT: Yes, ma'am. Thank you, Mrs.
11 Harris, you may step down.

12 THE WITNESS: I'm glad I'm feeling a little
13 bit better.

14 THE COURT: You sound better too. I'm glad
15 of that as well.

16 All right. Mr. Erwin, any additional
17 witnesses, sir?

18 MR. ERWIN: If I may have just a moment, sir.

19 THE COURT: Okay. While you're contemplating
20 that, we'll just take a five-minute break. Okay.

21 MR. ERWIN: Oh, that's fine.

22 THE COURT: Okay.

23 MR. ERWIN: Thank you.

24 (WHEREUPON, a short recess is taken.)

25 THE COURT: All right. Any additional

1 witnesses you need to call, sir?

2 MR. ERWIN: Call Ed Blunt to the stand.

3 THE COURT: All right, sir. If you'll come
4 forward please and take the oath of a witness.

5 THE CLERK: Place your left hand on the Bible
6 and raise your right hand.

7 EDWARD BLUNT

8 having first been sworn, testifies as follows:

9 THE CLERK: State your name please.

10 THE WITNESS: I'm Edward Blunt.

11 THE CLERK: Thank you. Please be seated.

12 DIRECT EXAMINATION

13 BY MR. ERWIN:

14 Q Now, you are Reverend Blunt, is that correct?

15 A Correct.

16 Q And how long have you been a minister?

17 A Uh, 60 years.

18 Q Okay. And you are affiliated with, uh, the
19 Assemblies of God?

20 A That's correct.

21 Q And you hold an office with the Assembly of God
22 -- South Carolina?

23 A Not at this time. I did from '82 until '94.

24 Q And what office was that?

25 A That was (inaudible)

1 Q And that included all of the entire State of
2 South Carolina?

3 A That's correct.

4 Q And are you still, even though you're not
5 officially holding an office with them, do you still
6 perform some functions for the district?

7 A Uh, not regularly. But I am in fellowship with
8 them and attend their regular meetings and so forth. I
9 am still associated with a local assembly in the city.

10 Q Okay. And what assembly is that?

11 A The last church that I pastored, Trinity
12 Fellowship Assembly on 291.

13 Q Is that where you attend church?

14 A I do.

15 Q Okay. And, uh, Reverend Blunt, had you had the
16 opportunity to, uh, become acquainted with Mary Ellen
17 Harris and Life and Hope Assembly of God? Could you hear
18 my question?

19 A I didn't.

20 Q I'm sorry. Have you had the opportunity to
21 become acquainted with Mary Ellen Harris and Life and
22 Hope Assembly of God?

23 A Yes, sir.

24 Q How long ago did you meet her?

25 A I met her back in the '70s, I think, when she

1 moved here from Arizona. She was a secretary in my
2 office at First Assembly of God for a short time. She
3 went to the church on Brushy Creek. I'd known her all of
4 that time.

5 Q Okay. And you are acquainted with her husband?

6 A I am, sir.

7 Q And do you recall that at the time that she
8 went to the church on Brushy Creek Road what the name of
9 that church was?

10 A Uh, no, sir. Eastside for a long time.

11 Q And at some point there after, did that church
12 become Life and Hope?

13 A That's correct.

14 Q Do you know or happen to recall or do you know
15 when that may have happened?

16 A I can't tell you the year. But it was during
17 the time that I was superintendent of the churches in the
18 state.

19 Q And again, if you will, remind us when that
20 was, that period of time?

21 A From '82 til '94.

22 Q So at some point in that period, it's changed
23 from Eastside to Life and Hope?

24 A Yes, sir.

25 Q Now, have you had, let's say, since the year

1 2000 -- let's go back 11 or so years. Have you had --
2 even though you weren't holding an office, have you had
3 contact with Mary Ellen Harris and Life and Hope Assembly
4 of God?

5 A Yes, sir. I have.

6 Q Have you attended services there at their
7 church?

8 A Well, she was pastor of Life and Hope. I was
9 pastor of Trinity. We had monthly meetings for years and
10 years. Still do. So we met many times at those
11 meetings.

12 Q Okay. And so has there ever -- let me ask you
13 this. In the whole time that you been affiliated with
14 Eastside and then when it changed to Life and Hope
15 Assembly of God, has that church continued to function
16 throughout that whole time period?

17 A It has continued to function through that whole
18 time.

19 Q And is it still in operation today?

20 A It is today.

21 Q To your knowledge, has it ceased at any period
22 in time, any operations as a church?

23 A No, sir. Like many congregations, they've had
24 their little ups and downs along the way. People come
25 and go. But there's never been a time that they did not

1 exist.

2 Q Are you aware that the property in which they
3 were holding services were sold to --

4 A I am.

5 Q And did you learn about that during the course
6 of your meetings?

7 A Yes.

8 Q Okay. All right. And in fact, have you, uh,
9 -- have you been -- the meetings that you've discussed,
10 is that just between the pastors of various churches?

11 A That's correct.

12 Q But you have -- you have witnessed with your
13 own eyes the continued operation of Life and Hope during
14 the time period that we've discussed?

15 A That's correct.

16 Q Did you have any interactions with Gordon
17 Bridwell? Did you know him?

18 A Yes, sir. I did.

19 Q Tell us how you knew him.

20 A I was pastor of Trinity. Gordon started
21 attending our church. And the time came that I resigned
22 and a new pastor was elected to Trinity. They requested
23 me to continue at the church and take care of the older
24 people. So I been the pastor of senior ministers at
25 Trinity. So I conducted a service on Sunday night for

1 with it?

2 A Uh, he had given me some instruction to, uh --
3 the piece of paper that would be presented to probate
4 court.

5 Q Did you do that or did you give it to someone
6 else?

7 A No, I did not. What I had was copies. My
8 understanding was the original had been delivered to the
9 church and that the church would file it. So that's, I
10 believe, what happened.

11 Q So he was basically informing you of what he
12 had done.

13 A That's right.

14 Q Is that your belief?

15 A Yes, sir.

16 Q Now, sometime prior to his death, did you have
17 the opportunity -- and I'm sorry. I keep walking away.

18 A No problem.

19 Q Did you have the opportunity to put Gordon in
20 touch with Mary Ellen Harris?

21 A I did.

22 Q What was the occasion for that?

23 A At our senior meeting, we, uh, -- we, uh, study
24 the Bible. We have prayer times. Gordon asked us to
25 pray for him. He had a notice from the State that a lien

1 had been placed against his property of \$93,000 and
2 something. And he wanted us to pray that somehow he was
3 very insecure and if the State forced the sale of his
4 property, he had no idea where he would go or what he
5 would do. He would be on the street. He wanted us to
6 pray that something could happen.

7 I recommended that he would see an attorney.
8 And he did, in fact, but couldn't afford the attorney.
9 So he asked us to continue to pray. I recommended to him
10 that he would go to Ellen Harris, the paralegal that I
11 knew had helped a number of other people with legal
12 problems. So I sent him to her.

13 Sometime later, he came back one night the
14 happiest man I ever seen him. God answered his prayer.
15 He was thankful for this lady for helping him through
16 this legal procedure. He brought copies from the -- of
17 letters from the State that it had been cancelled. And
18 that's the way it happened.

19 Q Once you observed that, did it appear that Ms.
20 Harris was a help to him in getting that resolved?

21 A Absolutely. Absolutely. He thought she was
22 the greatest person on the earth that could relieve him
23 of such a terrible burden.

24 Q Did he ever indicate to you that Eddie Bridwell
25 had ever provided any assistance to him with regard to

1 that issue or where he might live if he lost his home?

2 A No, he didn't.

3 Q All right. Bear with me just a moment.

4 (Pause.)

5 Reverend Blunt, was there ever discussion
6 between you and Gordon about Gordon's cousin wanting him
7 to give him some money and then get some back and do some
8 kind of deal with church or something in regard to cash?

9 A Yes, sir. He did.

10 MR. LAFAYE: I'm going to object on the
11 grounds of relevance, Your Honor.

12 THE COURT: All right. What's the relevance
13 of that testimony?

14 MR. ERWIN: Certainly, Your Honor, my
15 question, the plaintiff provided on the stand, he
16 testified about that conversation. It wasn't
17 objected to then. Certainly, this goes to not only
18 the credibility of the plaintiff but the
19 relationship between them which lends itself to all
20 of the documents in question, I believe.

21 THE COURT: Okay. I will overrule the
22 objection.

23 MR. ERWIN: Thank you.

24 BY MR. ERWIN:

25 Q Can you tell us about that discussion, Reverend

1 Blunt?

2 **A** He came to me a Sunday night. Asked me if we
3 would be interested in a good donation to our church.
4 And I told him, well, of course, we can always use some
5 support. He said, well, I got a cousin that wants to
6 help me. He never called a name. All I ever heard was
7 cousin.

8 **Q** Okay.

9 **A** He said, uh, he sold some property and he wants
10 to give a tithe to the church, but he wants to help me
11 too. If we could, uh, allow him to make this donation to
12 our church with the understanding that a certain figure
13 would be given back to Gordon to help him in life and
14 maybe to help him get his car going and et cetera. And
15 we discussed that. But I let him know, Gordon, we're
16 interested, we'd love to, but that would not be the legal
17 way we can do this. A donation can not be designated to
18 an individual. It has to be given to the church. Then
19 if the church decide as sometime they wanted to do
20 something for you, that's a different situation. But we
21 can not work it as you are suggesting.

22 **Q** Okay. Okay. (Pause.)

23 I have no further questions..

24 **CROSS-EXAMINATION**

25 **BY MR. LAFAYE:**

DOC 3



**LAST WILL AND TESTAMENT
OF
GORDON W. BRIDWELL, JR.**

I, **GORDON W. BRIDWELL, JR.** of the County of Greenville, State of South Carolina, being of sound mind and memory but considering the uncertainty of my earthly existence, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all wills and codicils made by me at any time heretofore made.

I

It is first my will and desire that my Personal Representative hereinafter named shall give my body a decent burial and pay all my just funeral expenses and just debts (i.e., those not barred by the statute of limitations or a non-claim statute), secured or unsecured, to be paid as soon as practicable after my death; however, I direct that my Personal Representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable, taking into consideration the best interests of the beneficiaries hereunder.

II

I am not married, and I have no children or issue.

III

I give, devise, and bequeath all of my estate, both real and personal, to my cousin, Raymond Eddie Bridwell, to be his outright. If Raymond Eddie Bridwell were to predecease me, I leave this property to Michael Scogin.

IV

I hereby constitute and appoint Raymond Eddie Bridwell as Personal Representative of this my Last Will and Testament to administer the same according to its true intent and meaning. If Raymond Eddie Bridwell is unable, unwilling, or chooses not to serve, I then appoint Michael Scogin as my Successor Personal Representative. My Personal Representative or my Successor Personal Representative shall serve without bond.

1
I, Gordon W. Bridwell, Jr., sign my name to this instrument this 16 day of September, 2008, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Gordon W. Bridwell, Jr.
GORDON W. BRIDWELL, JR.

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as her Last Will and Testament and that she signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge that Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Laura B. Buzza
Witness

Lena M. Steynore
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned and made oath that (s)he saw the within named Testator sign, seal and as the Testator's act and deed deliver the within Last Will and Testament and that (s)he with the other witness whose names are subscribed above, witnessed the execution thereof.

SWORN to before me this
16 day of September 2008.

Laura B. Buzza
Notary Public for South Carolina
My Commission Expires: 4/30/12

Lena M. Steynore
Witness

SUMMONS

2007-CP-23-4419

2007 JUL 10 P 5:02

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

COURT OF COMMON PLEAS

Life and Hope Assembly of God
Ellen Harris
James Harris

Plaintiff's

vs.

Korean Full Gospel Church of
Greenville Assembly of God
Erin K. Foster, Trustee
Ho Young Ghil, Pastor

Defendant's

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

CIVIL ACTION

Summons

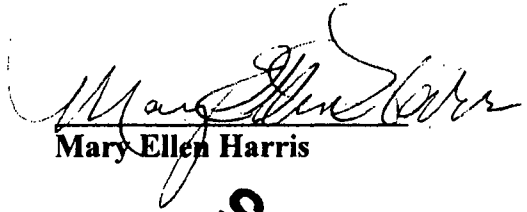
ENTERED COMPUTER

TO THE DEFENDANT'S, Erin K. Foster, Trustee and Ho Young Ghil, Pastor of Korean Full Gospel Church of Greenville, Assembly of God.

YOU ARE SUMMONED and required to answer the allegations of the attached complaint with 30 days from the first day after receipt of this summons. Your answer must be received by the Greenville County Court of Common Pleas, located at 305 East North Street Greenville, South Carolina 29601.

If you fail to answer within the prescribed time. A judgment by default will be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and cost.

Given this 10th day of July 2007


Mary Ellen Harris

SCANNED

THIRTEENTH JUDICIAL CIRCUIT

IN THE COURT OF COMMON PLEAS

CIVIL COURT

Case NO: 2007-CP-23-4419

COMPLAINT

LIFE AND HOPE ASSEMBLY OF GOD,

Ellen Harris and James Harris, Pastors

P.O. Box 26431,

Tylors, South Carolina 29615

Telephone 864-268-3430

Plaintiffs,

vs.

Korean Full Gospel Church of Greenville

Assembly of God,

Erin K. Foster, Trustee

Ho Young Ghil, Pastor

608 Roper Mountain Road

Greenville, South Carolina 29615

Telephone 864-458-8804

Defendant's

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS

2007 JUL 10 P 5:02

We, Ellen Harris and James Harris, the plaintiffs in this civil action do make the following claims:

We believe the defendant's, Erin K. Foster and Ho Young Ghil, are residents of Greenville County and resides at 608 Roper Mountain Road, Greenville, South Carolina 29615 which is within the jurisdiction of this court.

We make the complaint on the following:

Whereas, the Purchaser's, Ho Young Ghil, Pastor and Erin K. Foster, Trustee for the Korean Full Gospel Church of Greenville Assembly of God by the Seller's Ellen Harris and James Harris, Pastor's of Life and Hope Assembly of God Church, a non-profit corporation organized and existing under the laws of the United States of America whose mailing address is P.O. Box 26431, Greenville, South Carolina 29615.

Whereas, the aforementioned Pastor/Trustee of the Korean Full Gospel Church of Greenville Assembly of God have not complied with the signed PROMISSORY NOTE wherein the Defendant's purchased the church and property located at 1325 Brushy Creek Road, Taylors, South Carolina as recorded in Book No. 2059, Page No 418 below the appraisal value with a signed agreement to go forward to improve the property to build a new sanctuary and class rooms according to the blueprints which had been prepared by Serine Architect Company of Greenville, South Carolina, for Eastside Assembly of God Church (which is the former name for Life and Hope Assembly of God Church) at a cost of \$10, 500.00 (Ten Thousand Five Hundred Dollars and 00/00). The blueprints were sold to the Korean Full Gospel Church of Greenville Assembly of God in good faith for the above mentioned improvements for the amount of \$100.00 (One Hundred Dollars and 00/00).

Whereas the Defendant's promised not to sell the property for gain or profit. It was further agreed should the Defendant's sell the property for gain or profit that 50% (Fifty Percent) above the purchased price of the \$125,000.00 would be paid to Life and Hope

1 Assembly of God Church.

2 WHEREAS, THE Purchaser's now has a signed contract to sell
3 the above mentioned property for gain and profit in the amount of
4 \$250,000.00.

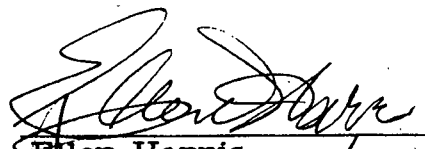
5 NOW, THEREFORE, let it be known that a complaint for
6 judgment in the amount of 50% (Fifty Percent) of the selling price
7 above the \$125,000.00 (One Hundred Twenty Five Thousand and 00/00
8 Dollars) is \$62,250.00 (Sixty Two Thousand and 00/00 Dollars) which
9 indebtedness is evident by the Promissory Note not to sell the property for
10 gain or profit, plus \$150.00 (One Hundred Fifty and 00/00 Dollars) the
11 cost for filing this complaint and \$35.00) Thirty Five & 00/00 Dollars)
12 the cost for serving the Complaint. The amount against the property is
13 due upon the sale and settlement of of the property for the total
14 amount of \$62, 435.00 (Sixty Two Thousand Four Hundred Thirty Five
15 and 00/00 Dollars) and any other cost which may arise as a result of
16 filing this complaint and as approved by this Honorable Court.

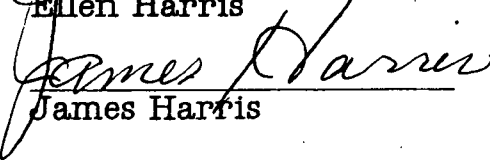
17 WE, believe, because of the above information and attached
18 exhibits we are entitled to and do request a judgment for \$62,435.00
19 which includes the cost resulting in this action.

20 We Affirm that the above is correct and truthful.

21 Dated this 10th day of July 2007.

22 BY:


Ellen Harris


James Harris

PROMISSORY NOTE

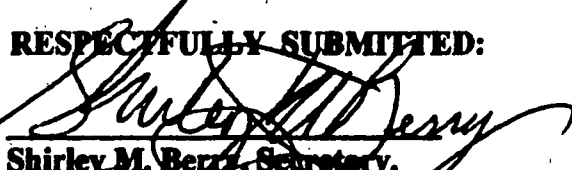
A meeting was conducted on May 24, 2003 by Rev. Ellen Harris with the members of Life and Hope Assembly of God for the purpose of approval from the members to accept an agreement with Rev. Ho Young Gil and Erin K. Foster, pastors of the Korean Full Gospel Church of Greenville to sell the church property located at 1325 Brushy Creek Road, Taylors, South Carolina. Approval was given by 2/3 majority of the legal voting membership to accept the agreement to sell the property to the Korean Full Gospel Church of Greenville for the amount of \$125,000.00 for the purpose of building a new sanctuary, to make improvements, to establish a greater opportunity to win souls for the kingdom of God. The pastors of the Korean Full Gospel Church of Greenville, Rev. Ho Young Gil and Erin K. Foster, trustee do hereby agree and promise to abide by the following agreement:

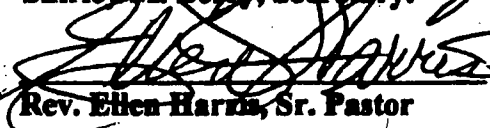
1. It is agreed and understood this property can only be used for an Assembly of God church, therefore, the Korean Full Gospel Church shall add Assembly of God to the name of the church and shall be affiliated with the South Carolina District of the Assemblies of God, with headquarters in Columbia, S.C. and the General Council of the Assemblies of God, with headquarters in Springfield, Missouri. They further agree to abide by the Constitution and By-laws of the South Carolina District and General Council of the Assemblies of God.
 2. It is further agreed and understood the pastor of the church must be affiliated with, and be in good standing with the Assemblies of God, Columbia, South Carolina and the General Council of the Assemblies of God, Springfield, Missouri, to obtain property which is owned by the Assemblies of God. Rev. Ho Young Gil has applied and agrees to complete the required application for approval and acceptance as a minister with the Assemblies of God according to the Constitution and By-laws of the District and General Council of the Assemblies of God.
 3. Pastor Ellen Harris presented to Rev. Ho Young Gil and Erin K. Foster the blueprints for a new sanctuary and additional classrooms. This blueprint had been prepared by Serrine Architects, Greenville, SC for Eastside Assembly of God (the previous name of Life and Hope Assembly of God) at the cost of \$10,500.00. The blueprints as mentioned were sold to the Korean Full Gospel Church of Greenville Assembly of God for \$100.00 with the expressed agreement by Rev. Ho Young Gil and Erin K. Foster that these blueprints would be used to build the new church on the property located at 1325 Brushy Creek Road, Taylors, South Carolina.
 4. This property is being sold below the appraised property value in order to help the Korean Full Gospel Church of Greenville to go forward to improve the property and to build a new sanctuary with the blueprints as stated above to establish a greater opportunity to win souls for the kingdom of God.
- Page 1 of Page 2

5. Should the church cease to be an Assembly of God church associated with the South Carolina District of the Assemblies of God and the General Council of the Assemblies of God, or should the pastor Rev. Ho Young Gil fail in his agreement to comply with the South Carolina District of the Assemblies of God and the General Council of the Assemblies of God for minister's licenses, the guidelines for property rights shall be enforced by the Constitution and By-laws of the South District Council of the Assemblies of God Columbia, South Carolina, Article XII, Property Rights. Rev. Ellen Harris shall be in charge of protecting the property rights and shall follow the guidelines of the district to protect the interest thereof.
6. It is therefore further agreed that pastor Rev. Ho Young Gil and trustee Erin K. Foster, that in as much as this property has been sold below the appraised property value to the Korean Full Gospel Church of Greenville, with the promise they will build the new church and sanctuary on the church property, further agree not to sell the property for gain or profit. Should the pastor of the Koreana Full Gospel Church of Greenville, Rev. Ho Young Ghil and Erin K. Foster, trustee sell the property for gain or profit they agree to pay 50 percent of the profit above the purchased price of \$125,000.00 to Life and Hope Assembly of God church.

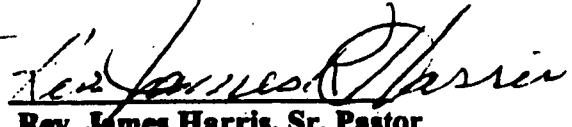
The following individuals herein sign their names to this Promissory Note as a legal document and agree to the terms as stated in paragraphs 1-6. Should Rev. Ho Young Gi, Pastor and Erin K. Foster, trustee fail to comply with this document, this document shall then be used as a legal document in the State of South Carolina as failure to comply with this Promissory Note. Page 2 of 2.

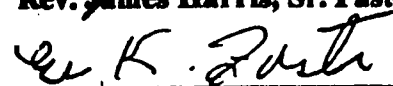
RESPECTFULLY SUBMITTED:


Shirley M. Berry, Secretary.


Rev. Ellen Harris, Sr. Pastor


Rev. David Hoyoung Ghil, Pastor


Rev. James Harris, Sr. Pastor


Erin K. Foster, Trustee

 (S.S.)
Notary Public for: South Carolina
My Commission expires: APRIL 24, 2005

This is a true copy of the original. I confirm I did witness the above signatures.
ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by the above named individuals on
this 9 day of Sept 2003

00270

2007-CP-23- 4419

Exhibit #2
2 Pages

BOOK 2059 PAGE 418 ✓

GRANTEE'S ADDRESS *608 Roper Mountain Rd, Greenville SC 29615*

STATE OF SOUTH CAROLINA) P 3: 50

DEED OF REAL ESTATE

COUNTY OF GREENVILLE)

REGISTERED

KNOW ALL MEN BY THESE PRESENTS, that

Eastside Assembly of God Church, GRANTOR

in consideration of

11-276-5384. 1-12
One Hundred Twenty-five Thousand and No/100'S (\$125,000.00) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

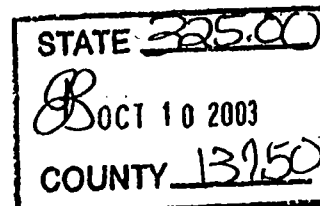
Korean Full Gospel Church of Greenville, it's successors and/or assigns forever, Grantee

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as 1.675 acres on Brushy Creek Road, according to a plat prepared by J.A. Romo, PLS, dated August 21, 2003, and entitled "Closing Survey for Korean Full Gospel Church of Greenville", said plat being recorded in the ROD Office for Greenville County, South Carolina in Plat Book 47-0 at Page 87, and having the same courses and distances as will appear by reference to said plat.

This is the same property conveyed to the Grantor by the Deed of The South Carolina District Council of the Assemblies of God, Inc., said deed being recorded in the ROD for Greenville County, South Carolina in Deed Book 1042 at Page 914 on September 15, 1976.

This conveyance is made subject to all easements, restrictions, covenants and such other matters of public record or actually existing on the above described premises.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s) heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.



120411

WITNESS the grantor(s) hand(s) and seal(s) the 9th day of October, 2003.

In the presence of:

[Signature]
[Signature]

Eastside Assembly of God Church

[Signature] (SEAL)
 Mary E. Harris-Pastor
[Signature] (SEAL)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, Larry K. Wood, Notary Public for the State of South Carolina, do hereby certify that Eastside Assembly of God Church by Mary E. Harris, Pastor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 9th day of October, 2003.

[Signature]
 Notary Public for South Carolina

My Commission Expires: 03/04/05

FILED FOR RECORD IN GREENVILLE
 COUNTY SC R.O.D. OFFICE AT 03:50 PM
 10 10 03 RECORDED IN DEED
 BOOK 2059 PAGE 0418 THRU 0419
 DOC # 2003120411

[Signature] A. Hiv

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO.207-CP-23-04419

Life and Hope Assembly of God)
Ellen Harris and James Harris)
Pastors)

Plaintiffs,)

CERTIFICATE OF SERVICE
BY MAIL

VS.)

Korean Full Gospel Church of)
Greenville Assembly of God,)
Erin K. Foster, Trustee, and)
Ho Young Ghil, Pastor)

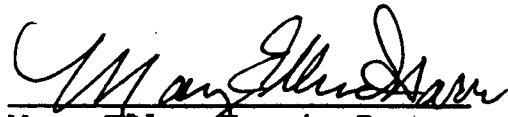
Defendants)

FILED-CLERK OF COURT
GREENVILLE, SC

2007 SEP 10 P 4:56

I, the undersigned individual hereby certify that on
September 10, 2007, the Answer to Counterclaim of Plaintiffs were
Served on the Defendants by depositing a copy of the same in the
United States mail in an envelope addressed as herein below.

Temple Mann Briggs & Hill
Attorneys At Law
819 East North Street
Greenville, South Carolina 29601



Mary Ellen Harris, Pro se
Life and Hope Assembly of God
P.O. Box 26431
Greenville, SC
864-244-9735

Scanned

ENTERED COMPUTER

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

CASE NO.207-CP-23-04419

Life and Hope Assembly of God)
Ellen Harris and James Harris)
Pastors)

Plaintiffs,)

ANSWER AND COUNTERCLAIM OF
PLAINTIFFS LIFE AND HOPE
ASSEMBLY OF GOD, ELLEN AND
JAMES HARRIS, PASTORS

VS.)

Korean Full Gospel Church of)
Greenville Assembly of God,)
Erin K. Foster, Trustee, and)
Ho Young Ghil, Pastor)

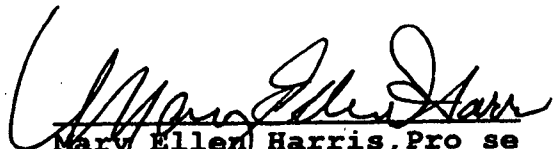
Defendants)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.

2007 SEP 10 P. 4: 56

TO THE DEFENDANTS COUNTERCLAIM ABOVE NAMED:

Herein as requested is a copy of Plaintiffs Answer to the
Counterclaim in the above named action.


Mary Ellen Harris, Pro se
Life and Hope Assembly of God
P.O. Box 26431
Greenville, SC
864-244-9735
864-268-3430 (Fax)

Greenville, South Carolina
September 10, 2007

Stamped

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE) 2007 CASE NO. 207-CP-23-04419
FILED: CLERK OF COURT
GREENVILLE, SC 29601

Life and Hope Assembly of God)
Ellen Harris and James Harris)
Pastors)

Plaintiffs,)

VS.)

Korean Full Gospel Church of)
Greenville Assembly of God,)
Erin K. Foster, Trustee, and)
Ho Young Ghil, Pastor)

Defendants)

ANSWER AND COUNTERCLAIM OF
PLAINTIFFS LIFE AND HOPE
ASSEMBLY OF GOD, ELLEN AND
JAMES HARRIS, PASTORS

The Plaintiffs, Life and Hope Assembly of God, Ellen Harris and James Harris, Pastors, answering the Counterclaim herein and of the Defendants, will herein allege and show unto the Court the following:

Every allegation contained in the Counterclaim not specifically admitted herein shall be deemed denied and strict proof of the same is demanded.

ANSWER OF PLAINTIFFS
TO FIRST DEFENSE

1. The Answer to Counterclaim Page 1, Lines 20-21 require no response.
2. The Answer to Counterclaim Page 1, Lines 22-25, Defendants admit
3. Proof for the Answer to Counterclaim Page 2, Lines 1-2 enclosed as Exhibit No. 1 A PICTURE OF THE CHURCH SIGN WHICH ERIN FOSTER AND HO YOUNG GHIL DESIGNED AND HAD MADE. THE SIGN WAS ERECTED IN FRONT OF THE CHURCH. The Defendants did in-fact go to the expense to have the sign made for their church to convince Plaintiffs their church would be known as Assembly of God Korean Full Gospel Church of Greenville.

ANSWER to Page 2, Lines 2-7 Ellen and James Harris are pastors of Life and Hope Assembly of God Church which is not a corporate entity but a Eleemosynary non-profit organization, duly recognized by the State of South Carolina and with a Federal ID. Number. Therefore, Ellen Harris request from this court that she not be prohibited from presenting this case Pro se.

4. Answer to denial of Defendants in Counterclaim Page 2, Lines 8-22.

Defendants in order to comply with the Constitution and By-laws of the South Carolina District Assemblies of God and with the General Council of the Assemblies of God did verbally and in order to obtain property belonging to the Assemblies of God did sing their names to a Promissory Note to further convince Plaintiffs of their intentions to be Assembly of God and to use the blue prints that Eastside Assembly of God Church (which was the former name for "Life and Hope Assembly of God Church" and was prepared by Serine Architect Company of Greenville. The blue prints were sold to Korean Full Gospel Church of Greenville Assembly of God for \$100.00 in good faith that they would use the blueprints

Architect Company of Greenville. The blue prints were sold to Korean Full Gospel Church of Greenville Assembly of God for \$100.00 in good faith that they would use the blueprints to improve the property, and would build the new sanctuary and classrooms. Plaintiffs submitted with their Complaint with their copy with signatures of Plaintiffs and Defendants, which was signed before a notary. It was the Plaintiffs belief that the Defendants signed their legal signatures. Plaintiffs believe the defendants are in are in possession of the blueprints and the cancelled check the Defendants gave to the Plaintiff as payment for the blueprints. In order to comply with the Constitution and By-laws of the Assemblies of God to establish a new church with completed and approved by the district. This application was sent from the district office to Defendant, Ho Young Ghil. When the Defendant, Ho Young Ghil had completed and signed the application. He brought a copy of the completed and signed application to the Plaintiff. A copy is enclosed as EXHIBIT No. 3. And to further comply with the Constitution and By-laws of the Assemblies of God wherein the pastor of an Assemblies of God church, the minister must be approved and licensed with the Assemblies of God. Defendant, Ho Young Ghil had completed his application for

minister's credentials with the Assemblies of God. The Defendant stated to Plaintiff that since he was going to Columbia he would not mail the information, that he and Erin would stop by the district office and drop off the applications and a copy of the Promissory Note.

With the signed documents, the "Promissory Note and the "Application To Establish A New Church Assembly of God Church as proof the Defendants were sincere and would establish a new church to be known as Korean Full Gospel Church of Greenville Assembly of God. After Defendant, Ho Young Ghil had completed the application to start a new church and his application for minister's license to be affiliated with the Assemblies of God, it was the belief of Plaintiff's that the Defendant's intentions were sincere. The Plaintiff's did in good faith sell to Defendants the property located at 1325 were Brushy Creek Road Taylors, South Carolina, with the promise from Defendant's and with the understanding they knew this church property and the pastor were to remain Assembly of God. And with the promise the Defendant's would improve the property and would build the new sanctuary and classrooms

5 Answer to Counterclaim Page 2, Line 23, through Complaint are true. EXHIBITS No. 1-3 are submitted as proof.

6. Answer to Counterclaim Page 3, Lines 2-4 are true.

EXHIBIT NO. 4. is submitted as proof the Defendants presently have a signed contract to sell the property for \$250,000.00. Which will prove the Defendants are not being honest to this Honorable Court.

7. Answer and Counterclaim Page 3, Line 5-20 are true and proof has been submitted by the Plaintiffs in EXHIBITS Nos. 1-5. EXHIBIT No.5 is submitted as proof of the Korean Full Gospel Church Assemblies of God as a "Fellowship Partner" with the General Council of The Assemblies of God.

ANSWER TO COUNTERCLAIM
TO SECOND DEFENSE

8. Answer to Counterclaim and statement for Cause of Action and claim for relief against Defendants are stated on Page 3, Lines 2-19.
9. Plaintiffs Complaint should not be dismissed.

ANSWER TO COUNTERCLAIM
TO THIRD DEFENSE

10. Answer to Paragraphs 1 through 9 Defendants did not comply with the signed Promissory Note.
11. Plaintiffs denied the allegations of the Defendants that the Promissory Note is a forged document. Plaintiffs accepted the signed documents to be the Defendant's legal signatures as the signatures were signed in the presence of a notary. The Defendants

with/or without the knowledge of their attorney have threatening criminal prosecution. Wherein prior to this case being heard in Civil Court have attempted to take this case to Criminal Court by filing a complaint against the Plaintiffs with the Greenville County Sheriff's Department, solely to obtain an advantage in a civil matter. DR 7-105. Plaintiffs therefore plead with this court not to apply the doctrine of estoppel to this case.

**ANSWER TO COUNTERCLAIM
TO FOURTH DEFENSE**

12. Plaintiffs Answer to Paragraphs 1 through 11.
13. Plaintiffs Answer to Counterclaim Erin K. Foster and Ho Young Ghil are citizens and residents of

Greenville County, South Carolina.
14. Plaintiffs Answer to Counterclaim Korean Full Gospel Church of Greenville Assembly of
15. God is an eleemosynary organization and existing under the laws of the State of South Carolina. Life and Hope Assembly of God is an eleemosynary organization duly recognized by the State of South Carolina with a Federal ID number. Having its principle place of worship in Taylors, South Carolina With a P.O. Box number in Greenville, South Carolina.
16. Plaintiffs, Mary Ellen Harris and James Harris are citizens and residents of Greenville County, South Carolina.
17. Plaintiffs deny abuse of process and breach of a rental agreement. Proof is submitted in EXHIBIT No. 3. A document which was previously submitted, (and delivered by Defendants to the district office) as "Application To Establish A Church with The South Carolina District Assemblies of God.

Plaintiffs therefore pray this Court deny damages against them for Frivolous Civil Proceedings Sanctions Act.

18. Plaintiffs agree that Jurisdiction and venue are proper in this Court.

19 Answer to Counterclaim Plaintiffs deny they provided false documents to this Honorable Court. That the Document was duly signed in the presence of a notary. This action was brought for the failure of the Defendants to comply with written and duly signed agreement.

20. Accordingly, the Plaintiff therefore request the Court to inquire into the original

Promissory Note which is or should be in the possession of the Defendants, a copy was presented to this Court with the Plaintiffs belief that it was a true and certified copy.

Plaintiff therefore pray that the Court determine this matter in the Plaintiffs' favor, and to find that the Defendants used deception and fraud to purchase the property owned by Life and Hope Assembly of God by completing the forms to "Establish A New Church with the South Carolina Assemblies of God" by having a sign made with the Assembly of God logo with the name Assembly of God Korean Full Gospel Church of Greenville, and by signing the Promissory Note with fraudulent signatures to further deceive the Plaintiffs.

Plaintiffs therefore pray the Court would not issue sanctions, attorneys fees, or punitive damages against the Plaintiffs. That the Court find that the Defendants have deceived this Honorable Court by stating they are not an entity known as Korean Full Gospel Church of Greenville Assembly of God, and that they did not sign the Promissory Note, and further stated that they do not have a contract to sell the property for \$250,00.00. EXHIBIT No 4 was previously submitted as evidence that the Defendants to have a contract to sell the

property for the amount of \$250,000.00 and that the Plaintiffs, Life and Hope Assembly of God is due 50% over the amount of \$125,000.00, in the amount of \$ \$62,250.00 and the cost of bring this action. A total cost of \$62,435.00.

Plaintiffs request that Defendants Motion for Damages Under the South Carolina Frivolous Civil Proceedings Sanction Act be denied pursuant to the fact that the Plaintiffs acted in good faith and that a reasonable argument exist for the purpose of bringing this action in this Court. Plaintiffs therefore pray the Court not issue sanction against the Plaintiffs for attorney fees or for punitive damages.

**ANSWER TO COUNTERCLAIM
TO A FIFTH DEFENSE**

20. Answer to Counterclaim of Paragraphs 1 through 20 are answered herein..

21. The Plaintiffs acted in good faith in this proceedings and deny the purpose was to defraud the Defendants.

22. The Plaintiffs deny they submitted forged documents to the Court. Plaintiffs submitted a copy of the Promissory Note which was duly signed in the presence of a Notary and believed the signatures were the Defendants true and legal signatures. Defendant, Erin K. Foster has verbally stated that Plaintiffs should trust her in regards to the signatures on the documents.

23. Answer to Defendants Counterclaim. Plaintiffs believe Defendants' Counterclaim should be denied. It is Plaintiffs' believe that the Defendants purposely with willful intent

to mislead the Plaintiffs, the District Council A/G and the General Council A/G to purchase the property. The EXHIBITS Nos. 1-4 will show the Defendants used several schemes in order to convince Plaintiffs they would be an Assembly of God Church and would abide by the property rights of the Assembly of God Constitution and By-laws. Therefore, the Plaintiffs prayerfully request that the Court find that Plaintiffs course of action was taken in a proper and legitimate use of process and that the Defendants are not entitled for judgment damages, including punitive damages against the Plaintiffs.

**ANSWER TO COUNTERCLAIM
FOR A SIXTH DEFENSE**

25. Answer to Counterclaim of Paragraphs 1 through 24.
26. Plaintiffs agree the Defendants, Korean Full Gospel Church Assembly of God did purchased from Life and Hope Assembly of God Church the property located at 1325 Brushy Creek Road, Taylors, South Carolina. The title to the property was filed without the Promissory Note however, there was verbal and convincing conversation wherein Defendant Erin Foster promised and agreed to be Assembly of God and to do the improvements on the property they purchased.
27. Plaintiff, Mary Ellen Harris denies she informed the purchasers that Eastside Assembly of God did not have a congregation and denies the congregation did not use the facility.
28. Plaintiffs present EXHIBIT No. 2 "Application to Establish A New Church With The South Carolina District Assemblies of God" (this form was completed by Ho Young Ghil) as proof the Defendants agreed to allow the congregation of Life and Hope be allowed to use the facility. The Spanish congregation would paid rent as agreed by the

same document, with consideration for a increase at a annual business meeting between all pastors.

29. Plaintiff, Mary Ellen Harris denies that after the sale she requested permission to meet at the facility to hold services. In reference to the above Paragraph No. 27 "If Plaintiff had stated she did not have a congregation, why would Plaintiff ask permission for her congregation to meet at the facility ?

30. Plaintiff, Mary Ellen denies that was a oral agreement. Plaintiff admits there was a written agreement as to the time her congregation would conduct services. Im reference to prior document EXHIBIT No. 3 as stated in the document the meetings would be from 9:00 a.m. until 11:00 a.m. There was never a oral agreement or written agreement that Plaintiffs would pay rent in the amount of \$150.00 per month.

Plaintiffs in fact did change their time for services as Defendants, Ho Young Ghil and Erin Foster started coming to the church at about 9:45 a.m. which interfered with Plaintiffs services. Plaintiffs told Defendants they would change their services to 2:30 p.m. to 4:30 p.m. as the Korean services was over at 2:00 p.m. At that time there was never any mention of rental fees.

31. There was never a discussion regarding rental fees as the Defendants has agreed in the document previously shown as EXHIBIT No 3 Page 2. Line 3 which states, "We recognize Rev. Harris' as senior pastor of our church. Because of their help to us Pastor Harris and her congregation twill not be required to pay rent for the use of the church".

32. Plaintiffs deny the claim by Defendants that they made periodic demand for payment. The Plaintiffs were meeting with permission according to the document previously submitted as EXHIBIT No. 3.

33. Plaintiffs re-iterate and rely on the document submitted as EXHIBIT No. 3 and deny that Defendants repeatedly made demands for payment of rent. Plaintiff submit sufficient proof in EXHIBIT No. 3 Defendants never ask or made a demand for payment for rent.
34. Plaintiffs never knew the Defendants expected to be paid the rate of \$150.00 per month for the use of the facility. The Defendants never discussed this with the Plaintiffs. The Defendants did have a conversation with the Plaintiffs regarding the increase in rental fees for the Spanish congregation, plus payment for the utilities, plus receiving payment for damages from the Spanish congregation for damages the Defendants stated the Spanish congregation had caused damage to the church. The Plaintiffs therefore pray that according to the document shown as EXHIBIT No. 3 this Court would find that Defendants are not entitled to recover rental fee from the Plaintiffs, and that Defendants are being deceived in asking for payment for rent.
35. Plaintiffs would re-iterate there was never a promise to the Defendants to pay any amount for rental of the facility. Plaintiffs refer to Exhibit No. 3 as proof regarding the Defendants decision to allow Plaintiffs use of the facility. Plaintiffs deny the Defendants have been damaged in the amount of Six Thousand Nine Hundred and No/100 Dollars (\$6,900.00) Therefore, Plaintiffs do not believe the Defendants are entitled to recover from the Plaintiffs the amount of \$6,900.00, plus prejudgment interest at the statutory rate.

WHEREFORE, the Plaintiffs having answered the Defendants Counterclaim, the Plaintiffs request the Court fully consider the issues in the Complaint and Plaintiffs Answers to Defendants Counterclaim and deny the Defendants the following relief.

A. That Plaintiffs claim against Korean Full Gospel Church Assembly of God a eleemosynary non-profits organization , Erin K. Foster, Trustee, and Ho Young Ghil should not be dismissed and that the Court find for the Plaintiffs that the Defendants did through an organized plan of deception and false pretense made promises orally and in a signed document wherein they made promises and made claims in the document "Application to Establish a New Church With The South Carolina District Assemblies of God." in order to obtain an advantage and to deceive the Plaintiffs to purchase the property. Plaintiffs request that the Court not dismiss Plaintiffs Complaint with prejudice.

B. Plaintiffs request that the Court would not issue a sanction under the South Carolina Frivolous Civil Proceedings. That the Court would find that this case is not a Frivolous Civil Proceeding.

C. Plaintiffs therefore, pray that this Court would not ward Defendants damages on Defendants Counterclaim for abuse against the Plaintiffs, including attorney's fees, cost and punitive damages. Plaintiffs request that the Court would find for the Plaintiffs that Defendants were deceitful to the Court in stating they did not have a contract to sell the property for \$250,000.00. EXHIBIT No. 4 is submitted to the Court as evidence the Defendants have a legal binding sale on the property, and that Plaintiffs are entitled to the 50% over the amount of the sale of \$125,000.00, plus the cost for filing this actions in the total amount of Sixty Two Thousand Four Hundred and NO/100 Dollars (\$62,400.00)

D. The Plaintiffs further pray that the Court dismiss Defendants Counterclaim for rent in the amount of Six Thousand Nine Hundred and NO/100 Dollars (\$6,900.00), plus

BOOK 2059 PAGE 418 ✓

GRANTEE'S ADDRESS

608 Roper Mountain Rd, Greenville SC 29615

STATE OF SOUTH CAROLINA) P 3:50

DEED OF REAL ESTATE

COUNTY OF GREENVILLE)

REGISTERED

KNOW ALL MEN BY THESE PRESENTS, that

Eastside Assembly of God Church, GRANTOR

in consideration of

11-276-538.4 1-12
One Hundred Twenty-five Thousand and No/100'S (\$125,000.00) DOLLARS

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto

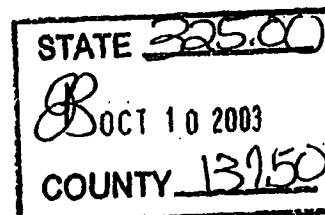
Korean Full Gospel Church of Greenville, it's successors and/or assigns forever, Grantee

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as 1.675 acres on Brushy Creek Road, according to a plat prepared by I.A. Romo, PLS, dated August 21, 2003, and entitled "Closing Survey for Korean Full Gospel Church of Greenville", said plat being recorded in the ROD Office for Greenville County, South Carolina in Plat Book 47-0 at Page 87, and having the same courses and distances as will appear by reference to said plat.

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This conveyance is made subject to all easements, restrictions, covenants and such other matters of public record or actually existing on the above described premises.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s) heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s) heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.



120411

WITNESS the grantor(s) hand(s) and seal(s) the 9th day of October, 2003.

In the presence of

[Signature]
[Signature]

Eastside Assembly of God Church

[Signature] (SEAL)
Mary E. Harris-Pastor
[Signature] (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

I, Larry K. Wood, Notary Public for the State of South Carolina, do hereby certify that Eastside Assembly of God Church by Mary E. Harris, Pastor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 9th day of October, 2003.

[Signature]
Notary Public for South Carolina
My Commission Expires: 03/04/05

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:50 PM
10 10 03 RECORDED IN DEED
BOOK 2059 PAGE 0418 THRU 0419
DOC # 2003120411

[Signature] A. Hiv

SOUTH CAROLINA DISTRICT

- LAKE WYLIE--Lake Wylie Christian Assembly of God-5766 Charlotte Hwy-Lake Wylie, SC 29710-William L. Cunn--803-831-7036; Fax 803-831-0091
- LANCASTER--Harvesttime Assembly of God-729 Monroe Hwy-Billy E. Allen (Mail: PO Box 1566-Lancaster, SC 29721)--803-286-7999
- *LANCASTER--New Life Christian Assembly of God-2743 Pageland Hwy-Eric J. Graffam (Mail: PO Box 355-Lancaster, SC 29721)--803-285-1113
- LAURENS--First Assembly of God-100 Conway Ave-James F. Owens (Mail: PO Box 1787-Laurens, SC 29360)--864-984-2803
- LEXINGTON--Living Word Assembly of God-2034 Augusta Hwy-Lexington, SC 29072-Thomas S. Hart--803-957-4445
- LORIS--First Assembly of God-250 Heritage Road-Steven R. Shinn (Mail: PO Box 488-Loris, SC 29569)--843-756-8180; Fax 843-756-3659
- *MANNING--First Assembly of God-3574 Hwy 260-Manning, SC 29102-Samuel H. Neal--803-473-7175
- MONCK'S CORNER--Moncks Corner Assembly of God-260 Farrell St-Calvin Cumbie (Mail: 1286 N Hwy 52-Moncks Corner, SC 29461)--843-761-6866
- *MOUNT PLEASANT--Christ the King Assembly-2312 Rifle Range Rd-Mount Pleasant, SC 29466-Gerig M. Huggins--843-849-9771; Fax 843-849-9733
- MURRELLS INLET--South Strand Assembly of God-3507 Hwy 17-Robert T. Hayes (Mail: PO Box 1799-Murrells Inlet, SC 29576)--843-651-0152; Fax 843-651-7137
- MYRTLE BEACH--Myrtle Beach Assembly of God-481 Bureale Rd-Robert A. Vaughan (Mail: PO Box 367-Myrtle Beach, SC 29578)--843-236-7624; Fax 843-215-7212
- *NEWBERRY--Faith Assembly of God-798 Fair St-Newberry, SC 29108-Mitchel K. Burriss
- NORTH CHARLESTON--New Life Assembly of God-1527 Remount Rd-Charles A. Carroll (Mail: PO Box 60807-North Charleston, SC 29419)--843-747-2334; Fax 843-747-2390
- NORTH MYRTLE BEACH--North Myrtle Beach Assembly of God-3646 Sea Mountain Hwy-Jimmy D. Hodge (Mail: PO Box 377-North Myrtle Beach, SC 29597)--843-399-8116
- *ORANGEBURG--First Assembly of God-2876 Broughton St-Oranburg, SC 29115-Katherine B. Sobey--803-534-7818
- *PACOLET--New Beginnings Christian Fellowship-480 Sunny Acres Rd-Bobby Scott Spencer (Mail: PO Box 956-Pacolet, SC 29372)--864-474-0044; Fax 864-474-0045
- *PIEDMONT--Anchor of Hope Christian Fellowship Assembly of God-114 Old Grove Rd (Mail: 3315 Anderson Rd-Greenville, SC 29611)--864-346-7399
- PIEDMONT--Calvary Assembly of God-2607 River Rd-Piedmont, SC 29673-David T. Nelson--864-269-0527
- ROCK HILL--Faith Assembly-2800 Faith Blvd-Rock Hill, SC 29730-Jep A. Housley--803-329-2163
- ROCK HILL--First Assembly of God-1070 Edwards St-William B. Lewis (Mail: PO Box 2581-Rock Hill, SC 29732)--803-366-3159; Fax 803-366-8148
- *SAINT MATTHEWS--First Assembly of God-1176 Calhoun Rd-Saint Matthews, SC 29135-Henry M. Griffin--803-655-7349; Fax 803-655-7349
- SENECA--United Assembly of God-11075 Watson Dr-Seneca, SC 29672--864-882-8546
- SPARTANBURG--Believers Fellowship of the Assemblies of God-150 Marion Ave-Allen Dawkins (Mail: PO Box 2968-Spartanburg, SC 29304)--864-573-5049; Fax 864-873-9774
- SUMMERVILLE--Faith Assembly of God-337 Farmington Rd-Summersville, SC 29483-Larry S. Burghauer--843-873-9128
- SUMTER--First Assembly of God-1151 Alice Dr-Phillip A. Simun (Mail: 1151 Alice Dr-PO Box 43-Sumter, SC 29151)--803-773-3817; Fax 803-934-0217
- SUMTER--Green Acres Assembly of God-537 Lewis Rd-Sumter, SC 29154-Donnie E. Collins--803-773-0834
- *SUMTER--New Beginnings Assembly of God-5155 Patriot Pkwy-Sumter, SC 29154-Dwight E. Shirley--803-494-5776
- *TAYLORS--Life and Hope Assembly of God-1325 Brushy Creek Rd-M. Ellen Harris (Mail: PO Box 26431-Greenville, SC 29616)--864-244-9735
- *TIMMONSVILLE--Redemption Life Assembly of God-4179 Alligator Rd-Timmons ville, SC 29161-Tim Edwards--843-346-7622
- *TRAVELERS REST--Good Shepherd Church-5315 State Park Rd-Gerald Bohler (Mail: PO Box 160-Travelers Rest, SC 29690)--864-610-9544
- UNION--Monarch Assembly of God-114 Railroad Street-Union, SC 29379-Jerry R. Hargrove--864-144-0033
- WAGNER--Perry First Assembly of God-4489 Festival Trail Rd (Mail: PO Box 589-Wagener, SC 29161)--803-564-6203; Fax 803-564-3052
- WADSWORTH--First Assembly of God-700 S Church St-Linda Spurlock (Mail: 220 N Oak St-Wadsworth, SC 29153)--864-638-7387

SOUTH DAKOTA DISTRICT

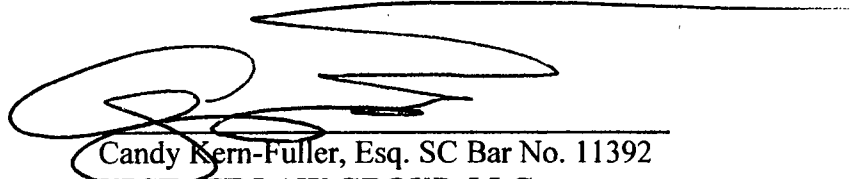
- WALTERBORO--First Assembly of God-2107 Hampton St-Walterboro, SC 29488-Roger Quesberry--843-893-2488; Fax 843-893-2174
- *WEST COLUMBIA--Airport Assembly of God-650 Ermine Rd-West Columbia, SC 29170-W. Ralph Rawls--803-796-5844; Fax 803-796-2094
- WEST COLUMBIA--Life Church International-1049 Harbor Dr-West Columbia, SC 29169-Steven C. Allen--803-794-1001; Fax 803-794-8514
- WEST COLUMBIA--South Congaree Assembly of God-1008 Church St-West Columbia, SC 29172-Brian H. Jackson--803-755-2329
- WESTMINSTER--The Rock Assembly of God-290 Critter Rd-Westminster, SC 29693-Scott O. Lish--864-888-2583; Fax 864-888-2583
- *WILLIAMSTON--Crossroads Assembly of God-111 Hwy 77-Williamston, SC 29697--864-847-6432
- *YORK--Cornerstone Assembly of God-1090 Black Hwy-David G. Black (Mail: PO Box 38-York, SC 29745)--803-684-2273; Fax 803-684-2273
- *YORK--Relevant Christian Ministries-922 W. Mount Gallant Rd-Ernest A. Cogdell (Mail: PO Box 37586-Rock Hill, SC 29732)--803-627-3928

SOUTH DAKOTA DISTRICT

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- *ABERDEEN--Freedom Worship Center-722 16th Ave NE-Drew S. Becker (Mail: PO Box 429-Aberdeen, SD 57402)--605-725-0777
- *BRANDON--Brandon Valley Assembly of God-201 S. Sioux Blvd-Kirk F. Strand (Mail: PO Box 888-Brandon, SD 57005)--605-582-7622; Fax 605-582-6145
- BROOKINGS--First Assembly of God-416 17th Ave S-Brookings, SD 57006--605-692-9377
- *BUFFALO--Gospel Tabernacle-411 Ramsland St-Milton L. Douglas (Mail: PO Box 181-Buffalo, SD 57720)--605-375-3358
- *CANTON--Resurrection Life Fellowship-220 S. Bartlett St-Canton, SD 57013-William W. Sites--605-987-5431; Fax 605-987-5431
- CHAMBERLAIN--Water of Life Assembly of God Church-202 E. Clemmer Ave-Chamberlain, SD 57325-Reggie L. Ballard--605-234-5683
- CLARK--Assembly of God-207 N. Dakota St-Clark, SD 57225-Kevin C. Petersen--605-532-3793
- *EDGE MONT--Assembly of God-600 6th Ave-Erwin C. Cutler (Mail: PO Box 539-Edgemont, SD 57735)--605-662-7581
- *GREGORY--First Assembly of God-1008 Church Ave-Gregory, SD 57533-Allen D. Bouslaugh--605-835-9373; Fax 605-835-9373
- HILL CITY--The Lighthouse Assembly of God-256 Pine Ave-Brian L. Anderson (Mail: PO Box 109-Hill City, SD 57745)--605-574-2070
- HOT SPRINGS--Fountain of Life Assembly of God-1828 University Ave (Mail: PO Box 852-Hot Springs, SD 57747)--605-745-3236; Fax 605-745-8502
- *HOWARD--Calvary Assembly of God-106 W. College Ave-Michael A. Aldridge (Mail: PO Box 40-Howard, SD 57349)--605-772-4344
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- *LAKE PRESTON--Assembly of God-103 Spring Ave S-Ronald R. Wileman (Mail: PO Box 357-Lake Preston, SD 57249)--605-847-4566
- LEAD--Assembly of God-105 Wall St-Paul D. Thompson (Mail: PO Box 625-Lead, SD 57754)--605-584-2960
- *LOWER BRULE--Lakeview Chapel-Chief Gall St-Randal S. Jensen (Mail: PO Box 233-Lower Brule, SD 57548)--605-473-5329
- MADISON--River of Life Christian Fellowship-610 NE 3rd St-Madison, SD 57042-Jeffrey S. Reuter--605-256-2054
- *MC LAUGHLIN--Good News Assembly of God-3rd Ave W & 4th St (Mail: PO Box 824-McLaughlin, SD 57642)--605-823-4462
- MILBANK--Calvary Assembly of God-1210 S. Dakota St-Milbank, SD 57252-Michael R. Doran--605-432-4769; Fax 605-432-4769
- *MILLER--New Beginnings Worship Center-1123 E. 3rd St-Thomas L. Johnson (Mail: PO Box 34-Miller, SD 57362)--605-853-2558
- *MISSION--Assembly of God-1 Block S of 18 & 83 Jet-Gus R. Craven (Mail: PO Box 304-Mission, SD 57555)--605-856-4883
- MITCHELL--Mitchell Assembly of God-1901 N. Sanborn Blvd-Mitchell, SD 57301-Adam J. Kjerstad--605-996-3853; Fax 605-996-3853
- *NEWELL--Assembly of God-Fourth & Fisk-Nathan D. Keller (Mail: PO Box 73-Newell, SD 57760)--605-456-2513

Certificate of Counsel

Candy M. Kern-Fuller, Attorney for Appellant, does hereby certify that this Record on Appeal includes all matter designated to be included by either party under Rule 209 and further complies with the requirement of Rule 267.

A large, stylized handwritten signature in black ink, appearing to read 'Candy M. Kern-Fuller', is written over a horizontal line.

Candy Kern-Fuller, Esq. SC Bar No. 11392

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ATTORNEY FOR APPELLANT

Dated: June 27, 2014

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM ANDERSON COUNTY
Court of Common Pleas

The Honorable Robin B. Stilwell, Circuit Court Judge

RECEIVED

JUN 30 2014

SC Court of Appeals

Appellate Case No.: 2012-205726

The Estate of Gordon Bridwell by Raymond Eddie Bridwell, Personal Representative,
.....Respondent

v.

Life and Hope Assembly of God, Mary Ellen Harris, and John Doe, Representing
unknown persons claiming to Life and Hope Assembly of God.....Appellants.**PROOF OF SERVICE ON RESPONDENT**

I certify that on this date, I have filed served three copies of the Record on Appeal and one copy of the Appellant's Motion to Accept the Record on Appeal Out of Time upon the Plaintiff/Respondent via U.S. Mail addressed to:

George E. LaFaye, IV
201 Whitsett Street
Greenville, SC 29601


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June 27, 2014

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