

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

JUDGMENT IN A CIVIL CASE

CASE NO. 12 CP-10-3724

J. S. SANDERS COMPANY, LLC

STEVEN P. LEVESQUE,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: John J. Dodds, III

Attorney for : Plaintiff Defendant
 or
 Self-Represented Litigant

FILED
 2014 MAR -6 PM 3:26
 JULIE J. ARMSTRONG
 CLERK OF COURT

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41, 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

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 DEC 22 2014
 SC Court of Appeals

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

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

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
J. S. Sanders Company, LLC	Steven P. Levesque	\$381,536.87 through January 31, 2014, plus per diem interest of \$59.51 of and from February 1, 2014 to the date of Judgment, together with attorney's fees and costs in the amount of \$7,364.20.
		\$
		\$

STATE OF SOUTH CAROLINA)
)
 COUNTY CHARLESTON)
)
 J. S. SANDERS COMPANY, LLC,)
)
 Plaintiff,)
 v.)
)
 STEVEN P. LEVESQUE,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO. 12-CP-10-3724

ORDER OF JUDGMENT
RECEIVED
 DEC 22 2014
 SC Court of Appeals

FILED
 2014 MAR -6 PM 3:26
 JULE J. ARMSTRONG
 CLERK OF COURT
 BY _____

THIS MATTER came to be heard by the Court on January 31, 2014 for a Non-Jury trial. Plaintiff seeks Judgment against Defendant in accordance with a Purchase Money Promissory Note in the original principal sum of Two Hundred Fifteen Thousand and No/100 (\$215,000.00) Dollars, dated March 10, 2005, executed by Defendant in favor of Plaintiff (“Note”). Defendant acknowledges no monies have been paid by Defendant to Plaintiff per the Note, however, Defendant asserts Plaintiff is precluded from securing a personal judgment against Defendant due to a non-recourse provision in the Purchase Money Mortgage executed by Defendant in favor of Plaintiff simultaneously with the Note (“Mortgage”).

Present at the trial was John S. Sanders, III and his mother, Nell S. Sanders, both members of Plaintiff, Plaintiff’s attorney, John J. Dodds, III, and a witness, Randall J. Drew, Esquire. Also present was the Defendant, Steven P. Levesque, and his attorney, Mark S. Sharpe. Prior to hearing any testimony, with the consent of counsel for the parties, respectively, the Court received into evidence Plaintiff’s Exhibits One (1) through Ten (10) and Defendant’s Exhibits One (1) through Three (3).

After considering the pleadings filed herein, the testimony presented at the trial and the Exhibits received into evidence on behalf of both parties, the Court finds and concludes as follows:

ONE: This Court has jurisdiction over the subject matter of the action and the parties hereto.



TWO: Plaintiff is a South Carolina limited liability company organized on December 28, 2004. John S. Sanders, Jr., who died July 2, 2008, his wife, Nell S. Sanders, and his son, John S. Sanders, III, were all members of Plaintiff with John S. Sanders, Jr. and John S. Sanders, III serving as managing members. Following his father's death in 2008, John S. Sanders, III served as sole managing member of Plaintiff, while Nell S. Sanders remained a member.

THREE: Defendant is a resident of Charleston County, South Carolina, has attained a college education, and has in the past purchased, and financed the purchase of, real estate.

FOUR: On December 18, 2004, Nell Sanders, as Seller, and Defendant, as Buyer, entered into a written Agreement To Buy and Sell Real Estate relative to Defendant's purchase of an unimproved lot in Awendaw, South Carolina ("lot") for the sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars ("Agreement"). Pursuant to paragraph 13 of the Agreement entitled "Special Stipulations/Contingencies", the parties agreed Buyer would pay Thirty-Five Thousand and No/100 (\$35,000.00) Dollars down and Seller would finance the balance of the purchase price at six (6%) percent interest compounded annually which would accrue and be added to principal over a period of seven (7) years. Other relevant provisions in the Agreement include paragraph 26 entitled "Entire Binding Agreement" which reads, in part,

"This written instrument, . . . , expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker, or their agents which are not expressly stipulated herein."

The Agreement contains no provisions describing the proposed loan from Seller to Buyer as

A handwritten signature in black ink, appearing to be 'WJH', is located at the bottom left of the page.

“non-recourse”.

FIVE: On December 28, 2004, Nell S. Sanders conveyed the lot to Plaintiff. On March 4, 2005, Plaintiff conveyed the lot to Defendant for the stated sum of Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars. The deed of conveyance to Defendant was not immediately recorded, but rather delivered to Defendant’s attorneys in anticipation of closing. On March 10, 2005, a closing was held at the law offices of Defendant’s attorneys, Warren & Sinkler, LLC. At closing, Defendant executed the Note and Mortgage granting Plaintiff a purchase money lien against the lot. The deed of conveyance to Defendant and Mortgage were both recorded by Defendant’s attorneys on March 11, 2005, at 11:55 a.m. in the RMC Office for Charleston County.

SIX: The relevant provisions of the Note are as follows:

Borrower promises to pay to the order of J.S. Sanders Company, LLC the principal sum of Two Hundred Fifteen Thousand (\$215,000.00) Dollars with interest at the rate or rates set forth below.

The obligation of Borrower to make the payments of principal and interest hereunder shall be absolute and unconditional, and Borrower hereby irrevocably waives any rights of set off, recoupment, or reduction as to any amounts due hereunder.

The Note shall bear interest before default at the fixed rate of 6.00% per annum compounded annually.

All principal and interest shall be due on the earlier to occur of (a) March 10, 2012, or (b) the payment in full of a note of even date herewith in the original principal amount of Four Hundred Fifty Thousand and No/100 (\$450,000.00) Dollars (the “Maturity Date”), which shall be the final maturity date on the Note.

Borrower hereby (b) waives any right to require Lender to retain any collateral securing this Note, or any other liabilities; (c) waives any right to require Lender to resort to exercising any remedies she may have against any other party or collateral securing this Note; (e) agrees that Lender may exchange, substitute, swap, release, reduce, or otherwise permit the disposal of any collateral securing this Note.

Borrower understands and agrees that Lender may institute suit to collect



amounts outstanding under this Note without seeking recourse to any of the collateral, and the failure of Lender to pursue the collateral shall in no way diminish or affect Borrower's liability hereunder.

Borrower agrees to pay all costs and expenses of collection (including reasonable attorneys' fees) when incurred by Lender, and all costs and expenses (including reasonable attorneys' fees) incurred by Lender in exercising or preserving any rights or remedies hereunder or in connection with the enforcement of this Note.

WAIVER OF APPRAISAL RIGHTS

The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. Pursuant to Section 29-3-680 of the Code of Laws of South Carolina, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. The Borrower specifically acknowledges and affirms his waiver of appraisal rights as evidenced by his signature below.

SEVEN: The relevant provisions of the Mortgage are as follows:

AND the Mortgagor does expressly covenant and agree:

1. To pay the Note in accordance with its terms promptly as the principal and interest thereon shall become due.
8. The term event of default, wherever used in this Mortgage, shall mean any one or more of the following events:
 - (a) Failure by the Mortgagor to pay as and when due and payable, including by acceleration, any installment of principal and/or interest
 - (b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement of the Note or of this Mortgage. . . .
9. If an event of default shall occur and be continuing after the expiration of any applicable notice period, if no cure has been effected, all of the indebtedness secured hereby shall become and be immediately due and payable at the option

of the Mortgagee, without further note or demand, which are hereby expressly waived, and the Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any right or remedy herein or by law provided.

13. This instrument is to be governed by and construed in accordance with the laws of the State of South Carolina and each of the remedies provided for herein shall be cumulative so that the right of the Mortgagee to exercise one or more of such remedies shall not be construed to limit or preclude the right of the Mortgagee to exercise any other remedy or remedies set forth herein.
15. Mortgagor and Mortgagee agree that Mortgagee's recourse of payment of Mortgagor's obligations under the Note secured by this Purchase Money Mortgage are limited to the real property mortgaged under this Mortgage. Under no circumstance shall the Mortgagee or any other person or entity have any other recourse to or claim for payment of such obligations against the Mortgagor except with respect to fraud or willful misconduct.
17. WAIVER OF APPRAISAL RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. Pursuant to Section 29-3-680 of the Code of Laws of South Carolina, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. The Mortgagor specifically acknowledges and affirms his waiver of appraisal rights as evidenced by his signature below.

EIGHT: Since the Note and Mortgage executed by Defendant in favor of Plaintiff were made at the same time, they are construed together. Rhodus v. Goins, 125 S.E. 645 (SC 1924). See also Harmon v. Bank of Danville, 339 S.E.2d 150 (Ct. App. 1985). However, where there is irreconcilable conflict between the terms of a note and a mortgage, terms of the note ordinarily control. Rhodus v. Goins, supra at 646; and Harmon v. Bank of Danville, supra at 155. In Rhodus v. Goins, supra, the Supreme Court held "And in respect to the terms of the debt or interest, or the time for its payment, if the note and mortgage contain conflicting provisions, the note will govern, as being the principal obligation".



Similarly, in Harmon v. Bank of Danville, supra, the Court of Appeals found a conflict between the terms of a demand note which provides for the payment of interest "until paid" and the terms of a mortgage which provides for payment "until maturity". Citing Rhodus v. Goins, the Court of Appeals first noted that under contract rules of construction, where there is an irreconcilable conflict between the terms of the note and mortgage, the former ordinarily controls. The Court of Appeals then concluded that the terms of the note controlled. In NationsBank v. Scott Farm, 465 S.E. 2d 98 (Ct. App. 1995), a case with similar facts to the case at bar, the Court of Appeals, after finding an irreconcilable difference between a note and the mortgage given to secure the note, held that the terms of the note control, and the clear language of the note refutes Scott Farm's argument that the note is part of a non-recourse obligation. "Even if the initial transaction between Boyle and Scott Farm incorporated the waiver of deficiency judgment, the note explicitly rejects the waiver. The note provides: [Upon] default . . . said principal sum . . . shall become at once due and payable. The undersigned [Scott Farms] agrees . . . to remain and continue bound for payment of principal and interest . . . notwithstanding any . . . change or changes by way of release or surrender of any collateral held as security this Note." NationsBank v. Scott Farms, supra at 100. (See also Burch v. Ashburn, 368 S.E.2d 82 (Ct. App. 1988) (a separate agreement may not be used to contradict the unambiguous terms of the note).

NINE: Although the terms of the Note and Mortgage are not ambiguous, there exists a clear and irreconcilable conflict between the terms of the Note and Mortgage. Whereas paragraph 15 of the Mortgage restricts Plaintiff's recourse of payment of Defendant's obligations under the Note to recovery of the lot, the Note clearly and unambiguously provides that the obligation of Defendant to make the payments of principal and interest shall be absolute and unconditional, and Defendant irrevocably waives any rights of setoff, recoupment, or reduction as to any monies due under the Note; Defendant waives any right to require Plaintiff to resort to exercising any remedies against any collateral securing the Note;

and Defendant understands and agrees that Plaintiff may institute suit to collect amounts outstanding under this Note without recourse to any of the collateral and the failure of Plaintiff to pursue the collateral shall in no way diminish or affect Defendant's liability under the Note.

TEN: Since there is an irreconcilable difference between the Note and Mortgage given to secure the Note, the terms of the Note prevail. Rhodus v. Goins, supra; Harmon v. Bank of Danville, supra; NationsBank v. Scott Farm, supra; and 55 Am. Jur. 2d Mortgages § 176 (1971). The clear language of the Note allows Plaintiff to pursue a personal Judgment against Defendant and refutes Defendant's argument that Plaintiff's only recourse is to recover the lot.

ELEVEN: The amount due Plaintiff from Defendant in accordance with the Note through January 31, 2014 is Three Hundred Eighty-One Thousand Five Hundred Thirty-Six and 87/100 (\$381,536.87) Dollars. The per diem interest accruing in accordance with the Note after January 31, 2014 is Fifty-Nine and 51/100 (\$59.51) Dollars.

TWELVE: In accordance with the terms of the Note, Plaintiff is entitled to recover from Defendant all costs and expenses of collection (including reasonable attorney fees) in connection with the enforcement of the Note. In determining an award of attorney fees, the Court must examine the nature, extent, and difficulty of the services, the time and labor devoted to the case, professional standing of counsel, contingency of compensation, customary fee charged in locality, and the beneficial results obtained. Blumberg v. Nealco. Inc., 427 S.E. 2d 659 (1993).

THIRTEEN: Plaintiff's counsel introduced into evidence (Plaintiff's Exhibit 10) his Affidavit of Attorney Fees indicating he had expended 31.95 hours prior to trial and had incurred \$435.95 in costs. Trial lasted three (3) hours and Plaintiff's counsel (as well as Defendant's counsel) was requested to submit a proposed Order to the Court. It is apparent from the Court's file that both counsel have vigorously represented the interests of their respective clients and that this case has been hotly contested



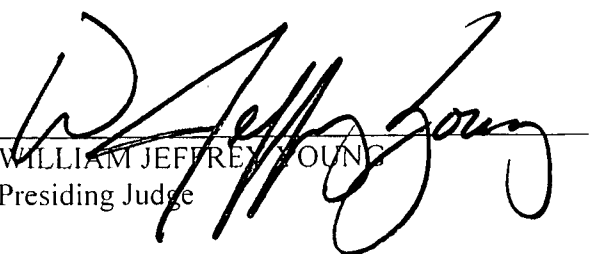
for over eighteen (18) months. The Court further believes that the issues in this case are difficult and extensive. Plaintiff's counsel has been practicing law for over thirty (30) years and enjoys a good reputation among members of the Charleston County Bar. The hourly rate of \$185.00 charged by Plaintiff's counsel is certainly reasonable and consistent with the fees charged by other attorneys providing similar services in Charleston County. Plaintiff's counsel has achieved beneficial results on behalf of this client. In light of the foregoing, Plaintiff's counsel is awarded attorney fees in the amount of \$6,928.25, together with costs in the amount of \$435.95.

FOURTEEN: Plaintiff is entitled to Judgment against Defendant in the amount of Three Hundred Eighty-One Thousand Five Hundred Thirty-Six and 87/100 (\$381,536.87) Dollars through January 31, 2014, plus per diem interest of Fifty-Nine and 51/100 (\$59.51) Dollars of and from February 1, 2014 to the date of Judgment, together with attorney fees and costs in the total amount of Seven Thousand Three Hundred Sixty-Four and 20/100 (\$7,364.20) Dollars.

NOW, THEREFORE, it is hereby

ORDERED, ADJUDGED and DECREED that Plaintiff shall have, and is hereby, awarded Judgment against Defendant in the amount of Three Hundred Eighty-One Thousand Five Hundred Thirty-Six and 87/100 (\$381,536.87) Dollars through January 31, 2014, plus per diem interest of Fifty-Nine and 51/100 (\$59.51) Dollars of and from February 1, 2014 to the date of Judgment, together with attorney fees and costs in the total amount of Seven Thousand Three Hundred Sixty-Four and 20/100 (\$7,364.20) Dollars.

AND IT IS SO ORDERED this 28 day of February, 2014, at Sumter, South Carolina.


WILLIAM JEFFREY YOUNG
Presiding Judge

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

JUDGMENT IN A CIVIL CASE

CASE NO. 12 CP-10-3724

J. S. SANDERS COMPANY, LLC

STEVEN P. LEVESQUE,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: John J. Dodds, III

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
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- 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

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DEC 22 2014

SC Court of Appeals

FILED
2014 NOV 17
CLERK OF COURTS
PHOS: 16

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

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

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

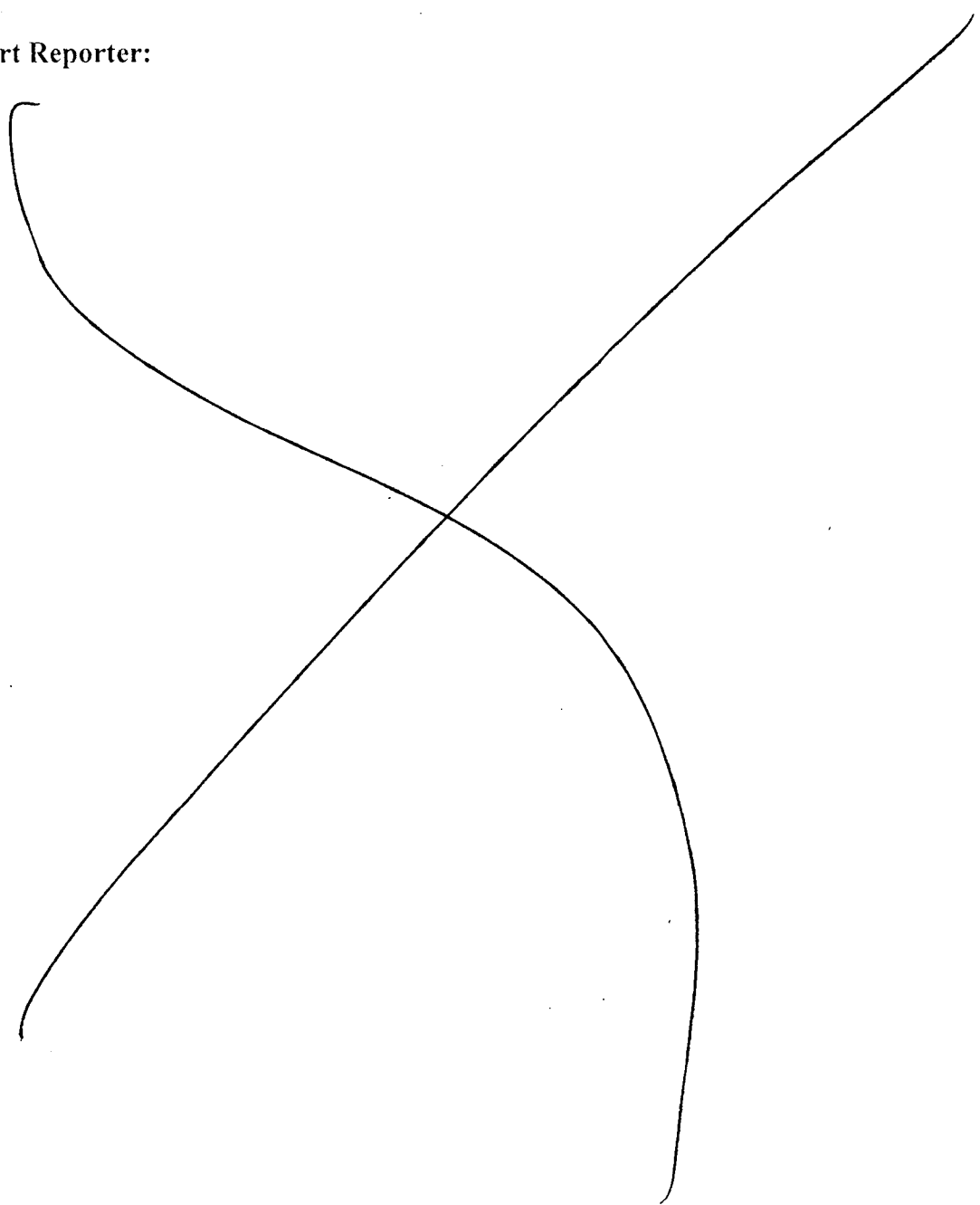
This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

John J. Dodds, III
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
ATTORNEY(S) FOR THE PLAINTIFF(S)

Mark S. Sharpe
134 Meeting Street, Suite 200
Charleston, SC 29401
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 J. S. SANDERS COMPANY, LLC,)
)
)
) X Plaintiff,
 vs.)
)
 STEVEN P. LEVESQUE,)
)
)
) _____ Defendant.
)

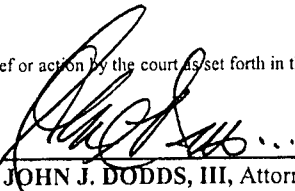
IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT

CASE NO 12 - CP - 10 - 3724

**MOTION AND ORDER INFORMATION
 FORM AND COVER SHEET**

RECEIVED
 DEC 22 2014
 SC Court of Appeals

check above indicating submitting party

<u>Name, SC Bar no. and address of Plaintiff's attorney</u> John J. Dodds, III #1707 858 Lowcountry Blvd., Suite 101 Mt. Pleasant, SC 29464 telephone: (843) 881-6530 fax: (843) 881-5433 e-mail: john@cisadodds.com other:	<u>Name, SC Bar no. and address of Defendant's attorney</u> Mark S. Sharpe 171 Church Street, Suite 340 Charleston, SC 29401 telephone: fax: e-mail: other:
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II AND III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Estimated Time Needed: Court Reporter <input type="checkbox"/> Yes <input type="checkbox"/> No	
SECTION II: Motion Type	
<input type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion - I hereby move for relief or action by the court as set forth in the attached proposed order.	
 <u>JOHN J. DODDS, III, Attorney for the Plaintiff</u>	
<u>November 17, 2014</u> Date submitted:	
SECTION III: Motion Fee	
<input type="checkbox"/> PAID - AMOUNT: <input checked="" type="checkbox"/> EXEMPT:	
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input checked="" type="checkbox"/> 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	JUDGE CODE:
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	DATE: _____, 20____
CLERK'S VERIFICATION	
Collected by: _____ (print name)	
<input type="checkbox"/> Motion Fee Collected: \$ _____ <input type="checkbox"/> Contested - Amount due: \$ _____	

STATE OF SOUTH CAROLINA)
)
COUNTY CHARLESTON)

J. S. SANDERS COMPANY, LLC,)
)
Plaintiff,)
v.)
)
STEVEN P. LEVESQUE,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 12-CP-10-3724

**ORDER DENYING DEFENDANT'S
MOTION TO ALTER OR AMEND
JUDGMENT AND FOR
RECONSIDERATION**

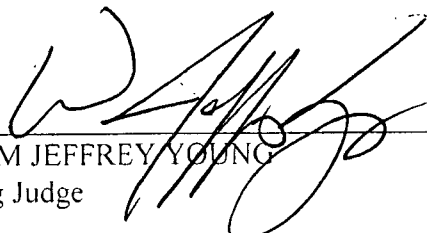
FILED
2014 NOV 17 PM 5:16
WILLIAM J. ARMSTRONG
CLERK OF COURT

THIS MATTER came to be heard by the Court on August 7, 2014 pursuant to Defendant's Motion to Alter or Amend Judgment pursuant to Rule 59(e) and 52(b) and for Reconsideration ("Motion"). Present at the hearing was Mark S. Sharpe, Esquire, attorney for Defendant, and John J. Dodds, III, attorney for Plaintiff.

After thoroughly reviewing the Motion and considering the arguments of counsel for the parties, respectively, the Motion is respectfully denied.

AND IT IS SO ORDERED!

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DEC 22 2014
SC Court of Appeals



WILLIAM JEFFREY YOUNG
Presiding Judge

November 10, 2014
Sumter, SC