

MOLLY M. MORPHEW
788 E. Butternut Rd.
Summerville, SC 29483
843-514-7299

April 18, 2014

The Honorable Jenny Abbott Kitchings
Clerk of Court, South Carolina Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

RECEIVED
APR 21 2015
SC Court of Appeals

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APR 23 2015
SC Court of Appeals

RE: Molly M Morphey, Thomas Ferro and Lorraine Ferro, Appellants vs. Stephen Dudek, and Doreen Cross, Respondents
Case No.: 2013-CP-18-74 & 2013-CP-18-0183

Dear Ms. Kitchings:

I sincerely apologize for an error that has been made on the Appellants Reply Brief. I am appealing to the courts to allow this mistake to be corrected.

On pg. 9 of the Appellants Reply Brief, there's a reference to the trial transcript, "pg. 302 lines 16-19". This is an error. The correct transcript page number is 295. Because of this error, pg. 295 was not included in the Record on Appeal.

Though the Record on Appeal has not been filed as of yet, the Record on Appeal had already been completed and printed by the time this error was found.

I would like to ask the courts to allow an amended page to be added to the Record on Appeal by including pg. 295 of the trial transcript to the court file.

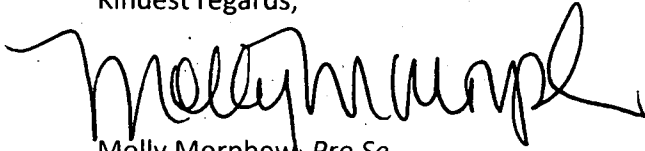
If the courts will allow this, please find enclosed 15 copies of page 295, notated as an amended page to the Record on Appeal, Certificate of Counsel, a copy of the page in error from the Appellants' Reply Brief, and Proof of Mailing of one said copy to the opposing counsel.

Your help in this matter would be greatly appreciated.

Please acknowledge receipt of these documents by stamping the enclosed copy of this letter and returning it to me in the envelope provided.

By copy of this letter I am serving the same upon opposing counsel in this matter. If you have any questions, please do not hesitate to contact me.

Kindest regards,

A handwritten signature in black ink, appearing to read 'Molly Morphew', written in a cursive style.

Molly Morphew, *Pro Se*
788 E Butternut Rd.
Summerville, SC 29483
843-514-7299
morphew.wyas@gmail.com

Enclosures

Cc: David Athell Collins, Esquire
P.O. Box 40578
Charleston, SC 29405
(843) 760-0220

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEALS FROM DORCHESTER COUNTY
Court of Common Pleas

The Honorable James E. Chellis
Master of Equity

Appellate Case No. 2014-002633

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APR 23 2015

SC Court of Appeals

Molly M. Morpew, Thomas M. Ferro and Lorraine B. Ferro.....

Appellants

v.

Stephen Dudek and Doreen Cross.....

Respondents

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this amendment complies with Rule 211(b), SCACR.



Molly M. Morpew, *pro se*
788 E Butternut Rd.
Summerville, SC 29483
morpew.wyas@gmail.com
(843) 514-7299

April 21, 2015

Appellants be held liable to the Respondents failure to clear the CL-100 as agreed upon?

Ms. Nicholson admits that it was her responsibility to change the date required of the Sellers to obtain a CL-100, to give her clients more time by stating, “*Well, it depends. On this particular deal because they changed the date, we [herself/Cross/Dudek] probably should have changed the date on the CL-100 to bump that up as well to give us plenty of time*” (Transcript pg. 302 lines 16-19). The Appellants argue that they complied per contract, and cannot be held liable that the Respondents didn’t get the CL-100 earlier. The Respondents set the date in said Contract, and they were the ones responsible to communicate if they needed the CL-100 earlier per contract terms.

The trial court found these 3 failures hindered the ability of the Respondents to complete their evaluation of the property as the Contract provides. Therefore, trial court found the Appellants Ferro’s failures excuse the obligation of the Respondents to close escrow on or before November 30th, 2012, and found Appellants Ferro in default per these reason stated above. **Appellants dispute any failings by the Appellants Ferro [as factually evidenced above], therefore the Appellants are not in default. The Respondents refused to apply and obtain financing on or before November 30th, that is why they failed to close escrow on or before November 30th, 2012, therefore the Appellants compel the Appellate Court to reverse the trial courts order to excuse the Respondents obligation to close escrow on or before November 30th, 2012.**

9. The Appellants Ferro had every intent to close with the Respondents. The Appellants Ferro have never refused to close escrow with Respondents because a closing date was never offered/scheduled for them to refuse.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
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James E. Chellis, Master in Equity

Appellate Case No. 2014-002633

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Molly M. Morphew, Thomas M. Ferro and Lorraine B. Ferro

Appellants

v.

Doreen Cross, and Stephen Dudek

Respondents

PROOF OF MAILING

I, Molly M. Morphew, Appellant [and pro se] for said case, hereby certify that I have, on this date indicated below, served counsel below with a copy of the amendment page to be added to the Record on Appeal, if so approved by the Appellate Court, by mailing a copy of same via United States Mail, postage pre-paid and return address clearly indicated on said envelope, to counsel at the following address:

David A. Collins, Esquire
P.O. Box 40578
Charleston, SC 29423


Molly M. Morphew

April 20, 2015

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APR 23 2015
SC Court of Appeals

1 First Federal probably didn't care if the CL100 was
2 clear or not, right?

3 A Well, I got a letter or an e-mail, either an
4 e-mail or a voice, talking to her on the phone from
5 Allison wanting to know if we got that. Also, I got
6 an e-mail from the closing attorney wanting to know if
7 that was clear.

8 Q And that was probably because Ms. Cross and Mr.
9 Dudek had to approve it, not because of the bank?

10 A I have no idea.

11 Q In your experience is the CL100 to be produced at
12 closing?

13 A No.

14 Q Do you think that it would be fair to say that it
15 happens, but in your experience it is not typical?

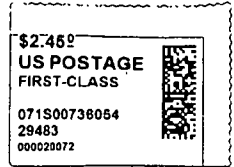
16 A Well it depends on this particular deal because
17 they changed the date, we probably should have changed
18 the date on the CL100 to bump that up as well to give
19 us plenty of time. But sometimes with closing that
20 I've handled there has been issues with the CL100 and
21 sometimes it will take up to the day of closing to get
22 it cleared.

23 Q CL100s are only good for how long?

24 A 30 days.

25 Q Your may have answered my question and I missed

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