

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM HORRYCOUNTY

COURT OF COMMON PLEAS

RALPH P. STROMAN, SPECIAL REFEREE

APPELLATE CASE NO. 2014-002593

RECEIVED
JUL 22 2015
SC Court of Appeals

Dewey Lee Small,.....Respondent,

v.

Maxine Johnson a.k.a. Maxine McQueen a.k.a. Maxcine Johnson,
Ernestine Small Bass, Rose Small a.k.a. Rosemary Mary McQueen,
Kassandra D. Odom a.k.a. Kassandra D. Shea, Michelle D. Odom
a.k.a. Michelle D. DeLa Cort, Queenie Small a.k.a. Queenie B.
Arnold a.k.a. Quinnie Arnold, Lewis Filton Small, Jr., a.k.a. Pete
Small, William Franklin Small, a.k.a. Danny Small, Patsy Ann
Small a.k.a. Patsy Small Crock a.k.a. Patsy Ann Small Pierick
Crock a.k.a. Patsy Pierick, Donald Lee Small, Janava Small,
a.k.a. Janava Small Lonneux a.k.a. Candy Small, Daisy Dean
Small, a.k.a. Dean Small, Sandra Small, a.k.a. Sandra Howard,
Jacqueline L. White, Jimmy Prince, Jr., Veretta Norman, Venata
Small Olivera, Marcus Johnson, Jr., Dewey Jerome Johnson,
John Doe, and Jane Doe, Representatives of any unknown Heirs,

In Re: The Estate of Lewis Small, Defendants,

of whom Patsy Ann Crock and Lewis Filton Small, Jr. are.....Appellants.

RECORD ON APPEAL – VOLUME TWO

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July 1, 2015
Georgetown, South Carolina

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State of South Carolina) In the Court of Common Pleas
) 15th Judicial Circuit
 County of Horry) 12-CP-26-9832

Dewey Lee Small,)
 Plaintiff,) SPECIAL REFEREE
 vs.) HEARING
)

Maxine Johnson, a/ka/a Maxine McQueen, a/k/a Maxcine)
 Johnson, Ernestine Small Bass, Rose Small a/k/a)
 Rosemary Mary McQueen, Kassandra D. Odom, a/k/a)
 Kassandra D. Shea, Michelle D. Odom a/k/a Michelle D.)
 DeLa Corte, Queenie Small a/k/a Queenie B. Arnold a/k/a)

Qunnie Arnold, Lewis Filton Small, Jr. a/k/a Pete Small,)

**DUPLICATE
ORIGINAL**

William Franklin Small a/k/a Danny Small, Patsy Ann)

Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small)

Pierick Crock a/k/a Patsy Pierick, Donald Lee Small,)

Janava Small a/k/a Janava Small Lonneux /ak/a Candy)

Small, Daisy Dean Small a/k/a Dean Small, Sandra Small)

a/k/a Sandra Howard, Jacqueline L. White, Jimmy Prince,)

Jr., Veretta Norman, Venata Small Olivera, Marcus)

Johnson, Jr., Dewey Jerome Johnson, John Doe and Jane)

Doe, Representatives of any unknown Heirs,)

IN RE: THE ESTATE OF LEWIS SMALL)

84-ES-26-00075

DEFENDANTS:)

(COPY

A hearing in the above-styled case was held before the Honorable
 Ralph P. Stroman, Special Referee for Horry County, on Friday, May 9,
 2014, at the Horry County Courthouse, 1301 2nd Avenue, Conway, South
 Carolina 29528, commencing at 10:20 a.m.

**ADVANTAGE COURT REPORTING
OF MYRTLE BEACH**

7201 Enterprise Road, Myrtle Beach, SC, 29588
 843-650-6263

Court Reporter's note:

This is a duplicate original transcript.

The original exhibits are included with the first sealed original; copies are provided for this record.

The date of the certificate has been changed to reflect this later sealing of the transcript.

An original mistaken reference to the Special Referee as the Master in Equity has been changed on page 5, line 3.

The document is otherwise unchanged.

APPEARANCES OF COUNSEL:

For the Plaintiff:	N. David DuRant
	1801 Glenns Bay Road
	Surfside Beach, SC 29575

For the Defendants	Jack M. Scoville, Jr.
Patsy Crock, Lewis Small,	PO Drawer 1228
Sandra Small, Janava Small:	Georgetown, SC 29442

Guardian ad Litem:	John C. Thomas
	107 Lewis Street
	Conway, SC 29526

E X H I B I T S

Plaintiff's:

1, one page copy of certificate of appointment,

Lewis Small, 84-ES-26-75-2 5

2, three page copy of application for subsequent

administration, 84-ES-26-00075 5

3, one page copy of "Exhibit B" summary 5

4, 26 page copy of Devers appraisal 5

5, four page copy of heirs of Mattie Small 5

6, two page copy of heirs of Lewis B. Small 5

7, one page copy of list of heirs to 60 acre tract 5

8, one page copy of heirs to 15 children 5

9, 27 page copy quiet title action and petition for

sale of real property, Small v. Johnson et al 5

10, six page copy of petition for sale of real estate

84-ES-26-75 5

11, one page copy Small heirs flow chart 5

12, six page copy Last Will & Testament of

Lewis Small 5

13, two page copy 1947 deed to Louis Small,

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15, sixteen page copy of comps and information

compiled by Kari Collins 57

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1 (PLAINTIFF'S EXHIBITS 1-14 AND DEFENDANT'S
2 EXHIBIT 1 WERE MARKED PRIOR TO THE HEARING)

3 SPECIAL REFEREE: I'm Ralph Stroman. I
4 have been appointed as Special Referee to hear this
5 case that we're fixing to get into, and we have -- one
6 thing I'd like to discuss with the attorneys before we
7 get started, and that was an email request for a
8 continuance. Mr. DuRant, do you want to address
9 that?

10 MR. DuRANT: Certainly. I had received a
11 telephone call from Ms. Stone, who I think is your
12 paralegal here at the office, who said that she had
13 received a phone call from Maxine McQueen in New
14 York asking the Court to continue this case, and that
15 was on Wednesday of this past week, two days before
16 the hearing. As the Court recognizes and knows, I
17 gave everybody notice of this hearing, and it was a
18 number of people, thirty days ago, a notice of this
19 hearing. Mr. Scoville's folks are coming from
20 California, Arizona, from all over the country, and
21 there has been no formal motion for a continuance filed
22 by Ms. McQueen. So I will take the position that since
23 there has been no formal motion, and the only thing
24 that's been filed, as I'm aware of, is this doctor's excuse
25 saying that she can't fly at this time. I don't think that

1 that's grounds or a basis to continue this case.

2 SPECIAL REFEREE: And that's a physician's
3 assistant rather than a doctor?

4 MR. DuRANT: Right.

5 SPECIAL REFEREE: You did serve her, I
6 presume?

7 MR. DuRANT: She was given notice of the
8 hearing thirty days ago.

9 SPECIAL REFEREE: Did she interpose an
10 answer in the ...

11 MR. DuRANT: She has not filed an answer.

12 SPECIAL REFEREE: And you have not
13 received a motion for a continuance from her?

14 MR. DuRANT: I have had no communication
15 with her whatsoever.

16 SPECIAL REFEREE: And you have not
17 consented to the continuance?

18 MR. DuRANT: That is correct.

19 SPECIAL REFEREE: And you did send her a
20 notice of the hearing?

21 MR. DuRANT: I did.

22 SPECIAL REFEREE: All right. Well, I'm going
23 to go ahead and have the hearing. They've had ample
24 notice. Mr. Scoville, you got anything you want to add
25 to that?

1 MR. SCOVILLE: No, sir. We're here, and we
2 need to move this matter forward one way or the other.

3 SPECIAL REFEREE: I agree. All right. Mr.
4 Thomas, you represent GALs?

5 MR. THOMAS: I do, Your Honor.

6 SPECIAL REFEREE: Okay. Have you heard
7 any ...

8 MR. THOMAS: No, Your Honor.

9 SPECIAL REFEREE: ... have you had any
10 communications from ...

11 MR. THOMAS: Nothing at all, Your Honor.

12 SPECIAL REFEREE: Well, I'll leave this up to
13 the attorneys. If you didn't hear anything, if you'd like
14 to read that into the record and go about your business
15 ...

16 MR. THOMAS: I can do -- I can do that. I can
17 do that, Your Honor.

18 SPECIAL REFEREE: Do y'all mind if he does
19 that rather than sit through all of it, since he hasn't been
20 notified by any unknown -- that's what you're doing,
21 unknown, John Doe, Richard Roe?

22 MR. THOMAS: Right.

23 MR. DuRANT: Right. This is a quiet title
24 action.

25 MR. SCOVILLE: I went through a five year

1 lawsuit with Mr. Thomas, and I want him to suffer it. I
2 want him to sit here (INAUDIBLE; LAUGHTER)

3 MR. THOMAS: I could go into a long diatribe
4 about that, Your Honor. I'm not going to.

5 SPECIAL REFEREE: Let the record reflect that
6 he hasn't heard from any unknown defendants or
7 whatever. I'm going to let him go about his business.
8 All right. Thank you for coming.

9 MR. THOMAS: Thank you, Your Honor.

10 SPECIAL REFEREE: I appreciate you coming.

11 MR. DuRANT: I guess we can proceed with
12 opening statements?

13 SPECIAL REFEREE: You may, and let me say
14 this for the people that are here. I don't know anything
15 about this case. I know all the lawyers involved. I've
16 been on different sides, the same side. I don't have any
17 preconceived idea of what will happen. A partition's
18 generally one of the few absolutes in law, either sell or
19 divide. But other than that, I don't have any inklings
20 about what -- how it would turn out, and this will be
21 fairly informal. If you -- you know, everybody knows
22 where the water fountains and restrooms are. You can
23 feel free to come and go, if you need to get up and
24 leave. All right. The only thing I would ask you to do
25 is not talk when somebody else is talking. We can all

1 sing and sound pretty good, but you can't all talk at the
2 same time. All right, Mr. DuRant. Go ahead.

3 MR. DuRANT: Thank you, Your Honor. If it
4 please the Court, I'm here on behalf of the Personal
5 Representative of the Estate of Lewis B. Smalls. He is
6 here today filing a petition on behalf of all the heirs for
7 a quiet title for a piece of property that was in an estate,
8 that was filed and actually had a will in it, in 1984.
9 This quiet title action is for a sixty acre tract,
10 approximately a sixty acre tract, located off of
11 McDowell Shortcut on the south end of the beach.
12 And this particular tract of land was actually owned
13 solely by Lewis B. Smalls at the time of his death.
14 What occurred in 1984, just to back it up just for a
15 minute and kind of explain, so you'll know why in
16 2014 we're discussing a 1984 will, this will was done
17 by Mr. DeWitt. What was his ...

18 MR. SCOVILLE: Frank.

19 MR. DuRANT: Frank. Franklin DeWitt. And
20 he drafted the will. It basically -- I will refer you to
21 Exhibit Number 12, Last Will and Testament of Lewis
22 Smalls. But he drafted the will for Mr. Smalls to say
23 that he wanted this sixty acre tract to be divided into
24 fourteen equal parcels. And it was his intent, since he
25 owned this sixty acre tract outright, to require some

1 affirmative action by the individual heirs, because he
2 had inherited some property from his late deceased
3 wife, Mattie. Mattie had two tracts of land that she
4 owned when she died in 1965. And because there was
5 not a will, he owned a one third interest in those two
6 tracts of land, and fourteen children owned a two thirds
7 interest. So what he asked -- what he tried to do in the
8 will was say, "Okay, this is what I want. I want this
9 sixty acre tract that I own to be divided up into
10 fourteen equal parts, and if you refuse to come in and
11 sign the deeds on Mattie's tract, the cross deeds to
12 Mattie's tract, then you can't take a fourteenth -- you
13 can't take a one fourteenth interest in my sixty acre
14 tract." That was what he was trying to do in the will.
15 Unfortunately, it didn't work, because there was no
16 way to divide the tract of property into fourteen equal
17 parcels in 1983 or 1984, and there's no way to do it in
18 2014. I mean, this is just an impossible thing to do,
19 because there's just not any way to divide it into
20 fourteen equal parts. So what we have done with the
21 benefit of -- now, just to back up so you'll know,
22 during this thirty year period when Mr. Smalls has
23 been paying the taxes and keeping the properties up,
24 and he's the one that's lived here, he's done all this
25 through this thirty year period of time, and he's had --

1 he's been through four lawyers. I'm his fourth lawyer,
2 okay? So you know, this is -- he's been trying to get
3 this thing done. He hasn't just been sitting on the
4 sidelines. He's been trying to get this thing done. So
5 finally what he did was, he went to Ms. Lisa Cleary.
6 And Ms. Cleary, who has Coastal Paralegals and does
7 title work and things like that, has worked for two
8 years to run down all of the heirs to this sixty acre tract
9 of land. It's been about a two year process, and you'll
10 hear from her in her testimony. But she's run down all
11 the heirs, where they live, and I'm talking from
12 California to New York, all over the place, okay? And
13 we believe that we have got everybody's address, and
14 everybody a part of this lawsuit. And the first cause of
15 action that we're asking the Court to do today is the
16 quiet title, and I don't think Mr. Scoville is going to
17 object to that part of my cause of action. That's the
18 first cause of action. The second cause of action that
19 we have is to partition and sell the sixty acre tract, once
20 the title is quieted. And we have a contract from a
21 company called Flagship, and the owners of Flagship
22 are here, and they're going to testify about how long it's
23 going to take them to -- just so you know about
24 Flagship, I do business with Flagship. They're the
25 number one independent builder in Horry County.

1 They sold -- build more houses than any other
2 independent builder in Horry County, so they're
3 financially solid, and they're able to go ahead and buy
4 this tract of land. And we believe they've made a fair
5 offer of twenty-three thousand dollars an acre, I think
6 is a fair offer. And they're here to testify today about
7 that. I also have Ms. Collins, who's here to testify,
8 who's an appraiser, and she's going to testify about
9 values in that area down there. And they're here today
10 to testify. What we want to do, basically, is after we
11 pay the court costs, the fees, everything to do, we get a
12 net number. This is a probate asset. The will has been
13 re-opened. He's been re-affirmed as Personal
14 Representative of the estate. We want to put the net
15 proceeds in an estate account, a probate estate account,
16 and then everybody will get their share, as determined
17 by the Probate Court. That's essentially what we're
18 asking the Court to do today. You know, we're -- that
19 money will go into an estate account, as it should, since
20 it's a probate asset, and that money will be distributed
21 accordingly, based on what percentage interest they
22 have in the property, and if they sign the crossover
23 deeds, and that type thing. But those are the issues
24 today. We're solely dealing with that sixty acre tract. I
25 have put some stuff in here about Mattie Small's estate

1 and Mattie Small's heirs, just for background
2 information for the Court. That's all. That's
3 background information for the Court, so you'll know
4 how we got here. But what we're dealing with solely is
5 that sixty acre tract and trying to get it sold, because
6 we've got a contract. We've got the money there.
7 We've got everything ready to roll. I understand that
8 Mr. Scoville and his clients are from California and
9 some other areas of the country. They feel like that's
10 not enough money. They feel like they need to list it
11 with a realtor. They feel like they ought to try to get
12 more money for it, and so that's the issue between his
13 clients and mine, okay? Thank you.

14 SPECIAL REFEREE: Mr. Scoville?

15 MR. SCOVILLE: If it please the Court, Your
16 Honor, I represent four of the heirs; Ms. Patsy Crock,
17 Lewis Smalls, and Sandra, and Janava, and they've
18 come in from Arizona, California, all over the rest of
19 the country to attend this. We do not object to the
20 quiet title. We think that's appropriate. We -- going in,
21 the request to sell the property, we think that's the
22 appropriate thing. We request two things, though,
23 Judge, is that we have an appraisal that's very current,
24 that shows the value of the property to be about two
25 million dollars. We think that the Court should order

1 the sale, the property to be listed on the open market
2 for a reasonable period of time and let the free market
3 determine the value. As I understand the rules about
4 partitioning, it's an equitable matter, and the Court has
5 the obligation, if you cannot divide by -- divide in kind,
6 and you have to divide by sale, that the Court's
7 obligation is to give the best possible price through
8 reasonable means to do so.

9 SPECIAL REFEREE: So your position is it
10 cannot be equitably divided in kind, but has to be sold,
11 as he said?

12 MR. SCOVILLE: I don't think there's any other
13 way, sir. It's just too -- there are too many people, and
14 the property's been -- you know, the timber's been cut
15 on one side, but I just -- I don't ...

16 SPECIAL REFEREE: So the issue is just how
17 much it's worth, in essence. Is that correct?

18 MR. SCOVILLE: In essence, yes, sir. And I
19 mean, I guess technically if you want to spend another
20 five years doing surveys and having each parcel
21 appraised and that kind of stuff. Anything's possible,
22 but practically, dividing in kind is not -- is just not
23 going to work. What we would like to see is the
24 property listed. We think that the offer in this case is
25 way too low. We have an appraisal from April of this

1 year valuing the tract at two million dollars, which is
2 much higher than this offer over here. You know, put
3 it on the market for six months. See, you know, what
4 kind of offers we get. And you know, maybe come
5 back to, you know, participate, whatever, how they
6 want to do it. But we do think it should be sold. Now,
7 we're also asking for an accounting. Over the thirty
8 years of Mr. Smalls, we think, has made profits off the
9 property by selling dirt, by selling timber and all that.
10 And he has paid some taxes. So my clients will need
11 to have an accounting on all that, so that when the
12 money is distributed, we'll know exactly how much
13 everybody's entitled to. That's our position.

14 SPECIAL REFEREE: What about the
15 accounting? That would appear to be a reasonable
16 request. If he spent money, he would need to be
17 reimbursed. If he's received some, he'd have to answer
18 ...

19 MR. DuRANT: Well, Mr. Smalls is here to
20 testify about that, so ...

21 SPECIAL REFEREE: All right. Okay. Well,
22 that would be the other issue.

23 MR. DuRANT: Right.

24 SPECIAL REFEREE: It's a part of the overall
25 getting the money straight. Okay. All right.

1 MR. DuRANT: Thank you. We call Lisa Cleary
2 to the stand, Your Honor.

3 COURT REPORTER: Do you solemnly swear
4 or affirm the testimony you're about to give will be the
5 truth, the whole truth, and nothing but the truth?

6 MS. CLEARY: Yes, ma'am.

7 **DIRECT EXAMINATION OF LISA CLEARY BY**

8 **MR. DuRANT:**

9 Q. Ms. Cleary, if you would, state your full name and
10 your present occupation.

11 A. My name is Lisa Cleary, and I have a paralegal service,
12 Coastal Paralegals over here in Conway. I do research
13 for different attorneys. I'm an independent contractor.
14 I don't work for solely one attorney.

15 Q. Okay. If you would, just I want you to give the Court
16 some background as to your involvement with Mr.
17 Smalls and this piece of real property.

18 A. Basically, my daughter and the girl in the back,
19 Meghan, work for me. They came one day and said
20 they had a friend they went to high school with. Could
21 they do title work for him and his father for free, if
22 they did it on their own time. Well, we all know when
23 you go to do a favor, it usually turns into a mess.
24 Anyway, when they got into the middle of it, I seen it
25 wasn't just a title search, so that's how I got involved.

1 I've done extensive research on the property, and we --
2 it's taken us since -- we've been working on this since
3 2010, and Mr. Smalls had had several attorneys that he
4 had either paid monies to, or he had landscaped their
5 yard for summers and stuff like that, because -- and he
6 explained to us he didn't have any money. He was dry.
7 He had paid the taxes for the last twenty-one years, and
8 I think Mr. Lewis Small had paid taxes for the last ten
9 years on the property. And so we started trying to
10 contact the heirs, and I believe the reason that the last
11 four attorneys failed is there was no internet, and these
12 people are all over the place. We have managed to find
13 everybody, and what we're concerned about is, we, of
14 course, want to get rid of this, too. We've been
15 working on it a long time. Mr. Smalls has been in the
16 hospital several times. We've just managed to get him
17 appointed as personal representative of the estate. And
18 I know just through -- he's dealt with -- there's been
19 condemnations, where part of the property went, and
20 he had to deal with the South Carolina Highway
21 Department. After Hugo, there was almost some
22 environmental problems where people -- it's a large
23 tract of land. People would just back up and dump
24 stuff. I know, you know, we had some problems, had
25 to get all that hauled off, and homeless people living on

1 it. It's been, you know, a long, drawn out process with
2 him. I think these heirs need to get together, because
3 just in 2013, another one of them died. They're getting
4 elderly. Daisy died without issue. She lived in
5 California. And like I said, it's taken me two years to
6 track down everybody, because they are from Florida,
7 Arizona, Riverside, California. I know this family
8 extensively. The only issues I have not been able to
9 resolve is there's two children that may or may have
10 not been adopted. I was not able to find any adoption
11 papers filed of record, but I think that most of those are
12 sealed. You can't get to them, anyway. So some of the
13 heirs would have to bring forth a birth certificate,
14 because two of the heirs told me that one of them
15 raised the child. Two of them said that he was legally
16 adopted. He signed an heir affidavit that he was not
17 legally adopted. So those are the only issues that I am
18 not certain of. But anything other than that, from
19 talking to all the different family members, I have
20 everybody. They've all been served. Their heirs have
21 been served. And to be honest with you, we did at one
22 time have -- the school district wanted to buy the
23 property for thirty thousand an acre. We were stuck
24 for six months on that, because they never came
25 through. They said that -- they ended up buying

1 property down the road. They didn't want to pay us
2 thirty thousand, and then David came up with
3 somebody that he deals with that made an offer. I'm
4 just worried if we don't get it taken care of, as the more
5 people die, and they move around, that this family will
6 never see anything. It will end up being lost for taxes
7 or just -- it's been thirty years. I think it's time that, you
8 know -- if they don't do something now and get all the
9 tracts taken care of -- and what makes it so complicated
10 is Mattie had two children before she got married.
11 Lewis had four kids. They got together. They had
12 fifteen. Mattie died owning two tracts of land that's
13 now broke down into three. She died without a will,
14 which one third went to the husband, two thirds went
15 to the children. When Mr. Lewis died, in his will,
16 where it messed everything up, but his intent is clear.
17 He tried to say, "I want this kid to have five acres of
18 which my wife left me. I want this kid to have this five
19 acres. I want all the kids to have a portion of this."
20 And it plainly states, "If any of my children refuse to
21 sign said cross-deeds, they are disinherited." It's not
22 clear as to just the sixty acres. I read it, but it would be
23 up to ...

24 Q. The Probate Judge.

25 A. ... the Probate Judge. He says, "If any of my said

1 children refuse to sign cross-deeds, they are
2 disinherited by me." I take that to mean they don't get
3 an interest of anything he had of Mattie's or what he
4 has. And I think what has happened, there are so many
5 of these children. They're all over the place. And for
6 the last thirty years, I think Mr. Smalls has done his
7 best to try to get everybody to agree, but we all know
8 you can have a family of five that don't agree. So I
9 think it's the best interest to sell the property, get a
10 money pot, sign the deeds or don't, you know, and do
11 the intent of the will. But I am very comfortable with,
12 you know, would stake my life on it, I do have all the
13 heirs. They all have been properly served except for
14 one, which is William, and we served him by
15 publication. We got permission to do that. However,
16 we are online every day, and we do think we may have
17 found him personally and have a phone number. And
18 so I think everybody is well representative at -- well
19 representatives, as being notified of what's going on.

20 Q. Okay. Now, because Mr. Smalls didn't have any
21 money, you basically -- we agreed to take this on a
22 contingency fee, or I agreed to take this on a
23 contingency fee, and you've advanced some costs in
24 this case. How much have you advanced in costs?

25 A. It's on my sheet of paper, and ...

1 Q. Exhibit 12?

2 A. Yes. And those are actual -- that's -- that does not
3 include the finding everybody. That is the actual cost
4 of serving people, listing, you know -- put it this way.
5 It's hard fast to find an attorney if you don't have any
6 money to do something like this. David did it when I
7 went to him, and -- but I agreed to take on all the costs,
8 just because I don't like to get in the middle of
9 something and, you know, back out. And -- but
10 basically the costs on their actual cost of serving
11 people, websites, them verified, you know, getting
12 copies -- we have everybody's death certificate and all
13 that stuff. You know, those are basic costs of actual
14 fees that were charged in gathering all this information.

15 MR. DuRANT: Answer any questions Mr.
16 Scoville has.

17 **CROSS-EXAMINATION OF LISA CLEARY BY**
18 **MR. SCOVILLE:**

19 Q. You would agree, would you not, Ms. Cleary, that
20 sometimes families of two people don't get along?

21 A. I certainly do.

22 Q. I just have a couple quick questions. You understand
23 that the Court can issue a deed now, that everybody's a
24 party to the lawsuit and has or claims an interest in the
25 property, but the Court can issue the deed, and you

1 wouldn't have to get all the heirs to sign the deed. Do
2 you understand that?

3 A. Yes, sir. I do.

4 Q. And so if the Court ordered that the property be listed,
5 the fact that people are dying off and that kind of thing
6 wouldn't have -- that wouldn't make any difference,
7 would it?

8 A. No, if we could find them.

9 Q. Well, I mean, you just testified that everybody's been
10 ...

11 A. Yes. Uh-huh.

12 Q. Everybody's ...

13 A. You're correct.

14 Q. ... before the Court that's supposed to be, right?

15 A. Yes.

16 MR. SCOVILLE: Thank you. Thank you, Your
17 Honor.

18 SPECIAL REFEREE: Anything else?

19 MR. DuRANT: I have nothing further.

20 SPECIAL REFEREE: Thank you for coming.
21 You may come down.

22 MR. SCOVILLE: And we want to thank Ms.
23 Cleary for doing such a great job on this, Judge,
24 because ...

25 SPECIAL REFEREE: Are y'all ...

1 MR. SCOVILLE: ... this has been a real ...

2 SPECIAL REFEREE: Do you want to turn her
3 loose, as we -- turn them loose as they go?

4 MR. DuRANT: I think she's going to stay, since
5 she's involved.

6 SPECIAL REFEREE: Okay. You're welcome to
7 stay, if you'd like.

8 MS. CLEARY: Okay.

9 MR. DuRANT: Judge, these witnesses are going
10 to be taken out of order, because I need to get them out
11 of here. They're busy businessmen, but it's really not
12 the order that I would prefer to call them, but I'm going
13 to go ahead and call them now, if I could.

14 SPECIAL REFEREE: Okay. You don't object,
15 Mr. Scoville? No objection.

16 COURT REPORTER: Do you solemnly swear
17 or affirm the testimony you're about to give will be the
18 truth, the whole truth, and nothing but the truth?

19 MR. DIXON: I do.

20 **DIRECT EXAMINATION OF HAL DIXON BY**

21 **MR. DuRANT:**

22 Q. If you would, please sir, state your name and present
23 occupation?

24 A. My name is Hal Dixon. I'm presently in the
25 development and construction of real estate business,

1 residential real estate business.

2 Q. All right. And what's the name of your company?

3 A. I'm actually involved in three different companies that
4 would be concerned today. Southern Land Partners,
5 which is a development company; Flagship
6 Construction, which is our construction company; and
7 Realty Works, which does marketing of our products.

8 Q. Okay. Just for the benefit of the Court, give us a little
9 bit of history about Flagship, and when y'all started,
10 and what kind of developments y'all have done, and
11 that type thing.

12 A. Okay. My partner and I have been in business together
13 since the late 90s, a little over fifteen years. I'm sure
14 we've been involved in at least two thousand lots being
15 developed. Our real estate company does all of our
16 marketing of our products, so we're very vertically
17 integrated. We sell and market our own stuff.
18 Flagship Construction, which David mentioned earlier,
19 is the second -- or it's actually the largest independent
20 builder in Horry County. In other words, we're not a
21 publically held company. It's me, and him, and one
22 other guy own the construction company. Last year,
23 we did over two hundred and eighty houses, and we're
24 currently involved -- Southern Land Partners is
25 currently involved in the development of right at three

1 hundred lots around Horry County.

2 Q. All right. So suffice it to say, you have a general
3 knowledge of values of real estate in Horry County?

4 A. Yes, sir. I think so.

5 Q. All right. Explain to the Judge about this tract of land,
6 because -- first off, what is our relationship, yours and
7 mine?

8 A. David's involved with -- he did a development close to
9 where this property is located, I guess. And our
10 relationship is, we're doing the marketing and also the
11 construction of houses on property that he's developed,
12 and that's the extent of our relationship.

13 Q. Right. And I approached you and asked you if you had
14 any interest in this tract of land. Is that right?

15 A. That is correct. Yes, sir.

16 Q. Okay. Tell us what you did as a result of that?

17 A. Well, obviously, we did as much searching as we could
18 on the property off the computer, looking at aerial
19 surveys and that kind of thing, looking for wetlands
20 and so forth. And we -- based on what properties sold
21 for the area, we felt like we were offering a fair price.
22 We -- I know you've got an appraiser here that can do a
23 better job than I can appraising property, but we look at
24 it a little differently, in that we're the end user of the
25 property. We're not just the developer. We're going to

1 sell the property, and we're going to build the houses
2 for the people. So what I'm concerned about is not so
3 much what I pay for acre as what I'm going to end up
4 with as a lot cost when the development is finished.
5 And I know up the street we've contracted for finished
6 lots that are to be developed for thirty-three thousand
7 dollars per lot. So this is on the same McDowell
8 Shortcut within a mile of each other, so we took the
9 acreage of the property, figured out how many lots per
10 acre we could get, came up with a land price, and then
11 we added to it a development cost and came up with
12 what we'll have in the ultimate lots, which is, I think,
13 the only logical way for us to do it.

14 Q. Okay. And as a result of that, what did you -- what did
15 you offer for -- what have you offered for the property?

16 A. We've offered twenty-three thousand dollars per acre.

17 Q. Right.

18 A. We're looking for three and a half lots per acre, which
19 comes out to roughly sixty-six hundred dollars land
20 cost per developed lot. Maybe somebody would offer
21 more, but I don't know how they're going to make a
22 living doing it. We figured twenty-four to twenty-five
23 thousand dollars to develop a lot, so we're going to be
24 at thirty-one before we have land -- before we have any
25 carrying costs or that kind of thing. So it's -- my

1 partner and I talked about it. We offered twenty-three
2 an acre. Our next offer would be twenty-one an acre.

3 Q. Okay. So this, basically, you feel is a fair market
4 value, based on what property is selling for out there,
5 or what you can buy out there right now?

6 A. Sir, the properties on McDowell Shortcut are wrapped
7 around the dump. That's a fair price.

8 MR. DuRANT: Okay. All right. Answer any
9 questions Mr. Scoville might have.

10 A. All right.

11 **CROSS-EXAMINATION OF HAL DIXON BY**
12 **MR. SCOVILLE:**

13 Q. Thank you. Now, you're not an appraiser, are you, sir?

14 A. No, sir.

15 Q. And you haven't done an appraisal, a fair market value
16 appraisal, on this property?

17 A. I'm basing it on my thirty plus years in the real estate
18 business.

19 Q. And you're looking at it from the prospect -- or from
20 the point of view of a prospective purchaser who
21 intends to develop the property?

22 A. That is correct.

23 Q. And you're looking to maximize your profits?

24 A. Yes, but we do it a little differently. We're not looking
25 to sell lots or something like that, which a lot of people

1 are. We make very little on the development end. The
2 money that we make is on sales and on construction.

3 Q. Yes, sir. But that's all -- at the end of the day, you
4 want to make the maximum amount of profit, right? I
5 do. Everybody -- I mean, that's the American way,
6 right?

7 A. Yes.

8 Q. And what is the gross amount -- at twenty-three
9 thousand dollars per acre, what is that -- the gross
10 amount for the tract come out to be?

11 A. One point four fourteen -- one million, four hundred
12 and fourteen thousand, five hundred dollars.

13 Q. And are you aware if this property's ever been listed
14 for sale on the open market?

15 A. No, I'm not.

16 MR. SCOVILLE: Okay. I don't have any further
17 questions.

18 MR. DuRANT: That contract was one of my
19 exhibits. I would offer -- I'm going to basically just
20 offer all these exhibits. I've shared these with Jack.

21 SPECIAL REFEREE: Any objections to the
22 exhibits?

23 MR. SCOVILLE: No, sir. Not the ones ...

24 SPECIAL REFEREE: Admitted without
25 objection.

1 MR. DuRANT: You can step down.

2 SPECIAL REFEREE: Do you want to excuse
3 these witnesses?

4 MR. DuRANT: Yes, sir. I think they're busy,
5 and I hate to hold them up. If I can excuse them, I
6 would appreciate it.

7 SPECIAL REFEREE: Mr. Scoville, any
8 objection to excusing the witness?

9 MR. SCOVILLE: No, sir.

10 SPECIAL REFEREE: Okay. Thank you, sir, for
11 coming.

12 MR. PARKER: He can't leave, because I'm
13 riding with him.

14 SPECIAL REFEREE: Oh, okay. Don't leave.

15 COURT REPORTER: Do you solemnly swear
16 or affirm the testimony you're about to give will be the
17 truth, the whole truth, and nothing but the truth?

18 MR. PARKER: I do.

19 **DIRECT EXAMINATION OF STAN PARKER BY**

20 **MR. DuRANT:**

21 Q. All right. Mr. Parker, you're his partner. Is that
22 correct?

23 A. Yes.

24 Q. All right. Tell us -- y'all are going to have some
25 expenses in trying to get this thing developed that

1 would normally be paid for by the estate. Is that
2 correct?

3 A. Yes, sir.

4 Q. What have y'all got to do?

5 A. Initially, we've got to have a survey, because I don't
6 think there's a current survey on the property that we
7 can work off of. And then, once you have the survey,
8 we're going to have to do some design work to lay out
9 the lots, in order to go for rezoning of the property.
10 And while all of that's going on, we're going to have to
11 pay a wetlands study to be done, to verify what
12 wetlands are on the property, if there are any, how big
13 it is, and that kind of stuff.

14 Q. And y'all are going to do that at your expense?

15 A. Yes, sir.

16 Q. That was part of the deal.

17 A. Yes, sir.

18 Q. All of the expenses for the rezoning and all of that's
19 going to be taken care of by you?

20 A. Yes, sir.

21 Q. All right. All right, sir. Well, tell us what -- how long
22 the process is going to be, and you know, about your
23 financial situation. You know, when do you -- when
24 would you anticipate that y'all could close on this
25 transaction?

1 A. Okay. Let's start with the basic part. We would hire
2 the engineer to go in. The engineer would set us up for
3 the rezoning, and also set us up with the wetlands
4 people. Chuck Oates does our wetlands stuff in Horry
5 County. He's a local wetlands guy. Chuck would do
6 our wetlands study. We'd get that back, submit
7 everything to the county to make sure the density's
8 correct in order to get the maximum -- three point five
9 is what we normally do. Our normal lots -- when we
10 build houses, normally our lots are seventy by a
11 hundred and twenty, a hundred and twenty-five. So
12 we'd try to set it up in our normal way, and then Chuck
13 would do the -- and we would pay them to do the
14 wetlands, and the survey, and all that. I don't know
15 who's done survey out there before for them. We
16 normally -- in that area, we use Larry Beasley. So
17 Larry would come in and survey, and the steps would
18 be -- the bank, we talked to Anderson Brothers Bank
19 yesterday. They're on board with whatever we do. So
20 as far as the money goes, we're okay with that. But
21 what you're talking about, the wetlands study is going
22 to take -- he'll come out and verify the wetlands, and it
23 will take him anywhere -- it will take him about fifteen
24 days to prepare his report, and then he will submit that
25 to the Army Corps of Engineers. And depending on

1 site visits from the Army Corps of Engineers, you're
2 talking, from that point on, about sixty days.
3 Rezoning, we'll have three hearings at the county once
4 she submits, so you're talking total about ninety days
5 where all of that stuff should be done as a total
6 progress, as you're going along for the whole time.
7 Wetlands, rezoning, and all that, as we go along.

8 Q. And you're going to do that at Flagship's expense. Is
9 that correct?

10 A. Yeah. Well, actually Southern Land Partners is our
11 development arm, and we do it under Southern Land
12 Partners Development arm, and we would do it at our
13 expense.

14 Q. All of that's done at your expense?

15 A. Yes, sir.

16 Q. And you would anticipate a closing date within a
17 hundred and twenty days?

18 A. Yes, sir.

19 MR. DuRANT: Okay. Thank you. Answer any
20 questions Mr. Scoville has for you.

21 **CROSS-EXAMINATION OF STAN PARKER BY**
22 **MR. SCOVILLE:**

23 Q. You're not the only developer in Horry County, are
24 you?

25 A. I hope not.

1 Q. And the market's improving a lot since the great
2 recession?

3 A. Yes, sir.

4 MR. SCOVILLE: Thank you.

5 SPECIAL REFEREE: Do you want to let -- do
6 you excuse him, also?

7 MR. SCOVILLE: Yes, sir.

8 SPECIAL REFEREE: All right. Thank you for
9 coming, sir.

10 MR. DuRANT: Thank you for coming. I
11 appreciate you coming. Mr. Small, step up, if you
12 would, please, sir.

13 COURT REPORTER: Can I get you to step up
14 here and raise your right hand, please? There you go.
15 Do you solemnly swear or affirm that the testimony
16 you're about to give will be the truth, the whole truth,
17 and nothing but the truth?

18 MR. SMALL: I do.

19 **DIRECT EXAMINATION OF DEWEY SMALL**

20 **BY MR. DuRANT:**

21 Q. Please state your name for the record.

22 A. Dewey L. Small.

23 Q. All right. Mr. Smalls, how old are you?

24 A. I'll be sixty-seven Monday the 12th.

25 Q. Okay. Tell us about your dad's estate. How old were

1 you when your father passed away?

2 A. It's been thirty years ago.

3 Q. Okay.

4 A. Thirty-one years this coming month.

5 Q. Okay. So your father's will went to Probate Court in
6 1983 or '84?

7 A. I think it was a little earlier than that. He passed ...

8 Q. Well, it was filed -- the will was filed back in the 80s,
9 correct?

10 A. Yes, sir.

11 Q. All right, sir. And why didn't the will get probated the
12 way it was supposed to?

13 A. Well, I went to Mr. Powers to get it cut up ...

14 Q. You need to talk to the Judge, not to me.

15 SPECIAL REFEREE: Yeah, slide up towards
16 the microphone just a couple inches for me, please, sir.

17 Q. Slide up to the microphone and speak to him.

18 A. I went to Mr. Powers to get him to survey it, and he
19 said I had to consult an attorney, because the will, it
20 contradicts itself, and he couldn't figure it out. So I
21 went to Mr. Bryan & Haar and did work for him for
22 awhile, since '05, about twelve thousand dollars worth.
23 And then I came to Mr. DuRant here, because he took
24 so long, couldn't do it. So I went to Mr. -- another
25 lawyer, the Joye Law Firm.

1 Q. You've been through several lawyers?

2 A. Several of them. Mr. Evans and Evans. And they just
3 couldn't figure it out. They said it was a mess. The will
4 was just written where I couldn't cut it up, and that you
5 couldn't get the fourteen equal shares that was
6 designated in the will. So then I came to Mr. DuRant,
7 and he said he would take it on, through Ms. Cleary.
8 And then we worked on it up until now.

9 Q. All right, sir. And you agreed that you would -- since
10 you didn't have any money ...

11 A. Right.

12 Q. ... that you would pay me ten percent of whatever the
13 sales -- the gross sales price was?

14 A. Right, sir. Only ...

15 Q. Because you didn't have any cash?

16 A. Right.

17 Q. All right, sir. And we were going to front the cost, and
18 you were going to reimburse the costs out of that, too.

19 A. Right.

20 Q. Is that right?

21 A. Right.

22 Q. All right, sir. Go ahead and tell us what happened at
23 that point. We made an application for you to be
24 appointed back as Personal Representative of the estate
25 and re-open the estate?

1 A. Yes, sir.

2 Q. Right?

3 A. That's right.

4 Q. And then we filed this action in the Court of Common
5 Pleas to quiet the title.

6 A. Right, sir.

7 Q. And partition?

8 A. Right.

9 Q. All right. Have you been in touch with all your
10 brothers and sisters?

11 A. No, sir. I haven't.

12 Q. Where are they?

13 A. They're scattered around. I tried to get in contact in
14 years to come, and when I call one, then they said that
15 they'd contact the other one, and just couldn't never
16 come together, you know.

17 Q. How many brothers and sisters live in this area? Do
18 you know?

19 A. Just Marcus, my brother, Marcus.

20 Q. Just the two of y'all?

21 A. Yeah. Donald, he came back a few years ago. He
22 wasn't here. Just was Marcus here when the situation
23 was going on.

24 Q. And everybody else has been gone?

25 A. Been gone.

1 Q. Okay. How many did you have? How many brothers
2 and sisters did you have?

3 A. About fourteen head.

4 Q. Fourteen?

5 A. Yes, sir.

6 Q. Okay. So Ms. Cleary, at your request, ran all of these
7 people down and served them with this lawsuit for
8 quiet title?

9 A. Yes, sir.

10 Q. Since that time, have any of the brothers and sisters
11 passed away?

12 A. Yes.

13 Q. Who passed away?

14 A. Daisy did.

15 Q. When did she die?

16 A. I think last year, I believe.

17 Q. All right. Now, this particular tract of land, this sixty
18 acre tract of land that we're talking about, this tract of
19 land was owned specifically by your father?

20 A. Right.

21 Q. Okay. And Mattie didn't have any interest in this tract
22 of land.

23 A. No.

24 Q. Is that right?

25 A. No, sir.

1 Q. What was your dad's intent? Do you know what your
2 dad's intent was?

3 A. Yes. He wanted us to divide it up and exchange deeds.

4 Q. Crossover deeds?

5 A. Right.

6 Q. He wanted everybody to cross over and sign the deeds
7 to Mattie's estate ...

8 A. Right.

9 Q. ... on their two-thirds interest ...

10 A. Right.

11 Q. ... to receive a share in his tract of land, which was
12 sixty acres?

13 A. Yes, sir.

14 Q. That was what his intent was?

15 A. Right, sir.

16 Q. Okay. And that's never been accomplished?

17 A. Never been accomplished.

18 Q. All right. Now, you need to talk to the Judge, now,
19 because he's the one who's going to make the ruling in
20 this thing, not me, okay?

21 A. Yes, sir.

22 Q. I want you to tell the Judge what you want him to do as
23 far as this contract goes, because that's what at issue.

24 We've got a contract with real money in hand for
25 almost a million and a half dollars, and do you want the

1 Judge to go ahead and approve that sale today?

2 A. Yes, sir. I do.

3 Q. And why is that?

4 A. Well, on account of my condition, and I'm not able to
5 take care of the property like I used to, and so forth.
6 And it's been thirty-one years coming Monday, and it's
7 not settled. And I think my dad and mom would want
8 it to be settled today. We take what we can get today,
9 and have it, and rest -- leave the pressure off of me.

10 Q. Well, what's your condition, sir?

11 A. Well, I've had a a-fib. I have a pacemaker put in, and
12 still got to take medicine every day for it.

13 Q. Are you able to work?

14 A. No, sir. Not able to work.

15 Q. Okay. So you don't want to delay it any more?

16 A. No, sir. It's been thirty ...

17 Q. It's been thirty-one years, and you want to get it over
18 with ...

19 A. Yes, sir.

20 Q. ... in a hundred and twenty days?

21 A. Yes, sir. By all means, sir.

22 Q. Okay. Now, do you have any thoughts as to -- have
23 you heard from anybody else who's going to offer you
24 more money for this thing?

25 A. No, sir. I've tried, but the other two, eighteen

1 thousand, eighteen five. So this is twenty-three, and
2 this is the best offer.

3 Q. Could I get -- Ms. Fry, could I get Exhibit 14 out,
4 please? I'm going to pass up what's been already
5 entered into evidence as Exhibit Number 14. Can you
6 tell us what that is?

7 A. Yes, sir. Funeral expense for ...

8 Q. Is that a summary of what you and Mr. Lewis have
9 paid in taxes and other expenses ...

10 A. Yes, sir.

11 Q. ... over the course of thirty years?

12 A. Thirty-one years, yes, sir.

13 Q. All right. And it's also got the paralegal costs that have
14 been incurred, as well?

15 A. Yes.

16 Q. And you want this to come out of the gross sale of the
17 property. Is that what you want?

18 A. Yes, sir.

19 Q. All right, sir. Now, this also has -- you paid taxes
20 through 2004, and it looks like Mr. Lewis Small started
21 paying them after that. Is that right?

22 A. That's right.

23 Q. And that's his sum of money that he's paid in taxes?

24 A. Yes, sir.

25 Q. And this is out-of-pocket expenses incurred by you and

1 Mr. Small?

2 A. Yes, sir.

3 Q. And you want that reimbursed from the gross sales
4 price?

5 A. Yes, sir.

6 Q. All right. And you also are asking the Court to
7 approve the attorneys fees from the gross sales price
8 and the costs that have been incurred to get to this
9 point?

10 A. Yes, sir.

11 Q. And that was ten percent of the gross sales price?

12 A. Yes, sir.

13 Q. All right. Plus whatever the costs were?

14 A. Right.

15 Q. And we also want the Court to pay for all the court
16 costs, court reporter's fees, the Judge's fees, and the
17 expert witness fees in this case?

18 A. Yes, sir.

19 Q. Those are the things that you're asking to come out of
20 the gross sales price?

21 A. Yes, sir.

22 Q. And are you asking the Court to authorize you to
23 execute all of the documents on behalf of the estate at
24 closing, when the closing takes place? You would be
25 the one that would execute all the documents and have

1 the legal authority to do that. You're asking the Court
2 for that today?

3 A. Yes, sir.

4 Q. All right. Judge, give me one minute, if you would,
5 please?

6 SPECIAL REFEREE: Certainly.

7 Q. Back when things were good, before the recession,
8 were there other offers to buy this property?

9 A. Yes, sir. There were.

10 Q. And how much were those offers for?

11 A. Well, starting at sixty-five thousand an acre, and then it
12 went up to a hundred thousand an acre.

13 Q. And did you -- were you able to get the heirs to agree
14 to sell it then?

15 A. No, sir.

16 Q. You couldn't get everybody to agree?

17 A. Said she wanted two hundred thousand an acre.

18 Q. Okay. So when times were good, you were offered a
19 whole lot more money for this, and nobody would
20 agree to it?

21 A. Yes, sir.

22 MR. DuRANT: Okay. Thank you. I'm finished.

23 **CROSS-EXAMINATION OF MR. SMALLS BY**

24 **MR. SCOVILLE:**

25 Q. Mr. Small, how are you doing?

1 A. Hanging in there, sir.

2 Q. As you know, I'm Jack Scoville, and I represent some
3 of your relatives in this matter.

4 A. Yes, sir.

5 Q. I just want to ask you a few questions. I understand
6 you say that you were offered a hundred thousand
7 dollars per acre for the property ...

8 A. Right.

9 Q. ... before the recession?

10 A. That's right.

11 Q. That would be, what, six million dollars for ...

12 A. Six million.

13 Q. ... sixty an acre?

14 A. Exactly.

15 Q. Did you bring a lawsuit then to sell the property?

16 A. No, I didn't brought a lawsuit, because I talked to Ms.
17 Patsy, and she said she wanted two hundred thousand,
18 and she was representing the people in California.

19 Q. Yes, sir. But you never brought a lawsuit, did you, to
20 sell it then?

21 A. No, I didn't. First step, I had to get it straight first.

22 Q. And you didn't ...

23 A. And see, I didn't know Ms. Cleary and those at that
24 time. See, I didn't -- I needed money to get the lawsuit.

25 Q. Yes, sir. Well, I'm just asking, you were the Personal

1 Representative at that time?

2 A. No, sir.

3 Q. You weren't the Personal Representative?

4 A. I was the Personal Representative. Yes, sir.

5 Q. And did go to the Probate Judge and say, "I've got an
6 offer for a hundred thousand dollars an acre, and I need
7 to sell the property"?

8 A. No, sir.

9 Q. You didn't?

10 A. No.

11 Q. Did you ever get a written contract for a hundred
12 thousand dollars an acre? Somebody offered it in
13 writing?

14 A. Well, I didn't get a contract, but he bought the tract
15 next door to ours, and he wanted ours. It went up -- the
16 tract next door, he came to me after that.

17 Q. How much did he pay for the tract next to yours?

18 A. Sixty thousand. Fifty-four for one side, thirty-six
19 acres, and he paid -- for the thirty-three acres, he paid
20 sixty thousand dollars an acre.

21 Q. All of those figures are much higher than twenty-three
22 thousand an acre?

23 A. Oh, yeah.

24 Q. Now, have you ever cut timber off this property?

25 A. My dad cut timber off it, clear-cut it before he passed.

1 He cut it about two times afterwards.

2 Q. Who is he?

3 A. My dad did. I didn't cut the timber off of it.

4 Q. In the last thirty years, you've never cut any timber off
5 of this property?

6 A. No timber off of the property.

7 Q. No timber. How about sand mining? Aren't there a
8 bunch of lakes or ponds that have been put on the
9 property?

10 A. Right. Right.

11 Q. And what happened to the sand for those lakes? What
12 ...

13 A. The sand was -- when 317 came through, water was
14 coming up on the back over half of the property. And I
15 went to the county, and he said there's no drainage
16 there, that I have to dig a lake. Because that was the
17 holding basin from there to 317. So there wasn't no
18 property. Over half was under water. So I dug the
19 lake. I didn't have no equipment. The guys told me
20 they'd put the dirt back and build that lower end up,
21 and that's what happened. I traded out on that for --
22 they drained the rest of it to upgrade it.

23 Q. You traded it out?

24 A. Yeah. That they get the dirt from me to build the land,
25 where they can save some up.

1 Q. Okay. You didn't get any money for that?

2 A. No, sir. I didn't get no money.

3 Q. Have you made any profit off the property in any way?

4 A. No profit.

5 Q. Have you ever -- had you ever maintained a business
6 on the sixty acres?

7 A. Maintained a business?

8 Q. Yes, sir.

9 A. I didn't maintain a business on it. A guy had a fruit
10 stand there, and we did work together, but it was his
11 business. I just traded out with him, you know, to let
12 him put it on my part, but I didn't make no money off
13 of it.

14 Q. He didn't pay any rent for that?

15 A. No, sir.

16 Q. All right. Now, you list on your expenses a figure of
17 thirty-one thousand dollars for bush hog and clear the
18 roads, et cetera, for upkeep on the sixty acres. Now,
19 who is that owed to?

20 A. Well, I upkept it. Kept hauling off the debris off of it
21 in the Hugo time.

22 Q. All right. So you -- that thirty-one thousand dollars is
23 money that you claim the estate owes you for keeping
24 up the property?

25 A. Yeah. I figure a thousand dollars a year would be more

1 than fair for putting up the signs and keeping the
2 homeless off of it. It's been -- you know, it's been a
3 disaster. People really don't know what I went through
4 to keep this property in check.

5 Q. Have you ever submitted bills to the estate for that?

6 A. Pardon me?

7 Q. Have you ever submitted bills to the estate? Have you
8 ever filed a claim against your father's estate, Lewis
9 Small's estate, for ...

10 A. No.

11 Q. ... the upkeep.

12 A. No, didn't file.

13 Q. And the other parcels, you're claiming a twenty-seven
14 thousand, six hundred and seventy dollar debt for
15 upkeep on the other parcels?

16 A. Right.

17 Q. We're not involved with the other parcels in this
18 lawsuit, are we?

19 A. I don't know, sir.

20 Q. Well, you brought the lawsuit. Are you not asking for
21 ...

22 A. We're not involved in it? It's all involved together, you
23 know. When you settle the whole thing, get it done
24 with.

25 Q. Well, where does the figure of twenty-seven thousand,

1 six hundred and seventy come from?

2 A. Pardon me?

3 Q. Where does the figure of twenty-seven thousand, six
4 hundred seventy dollars come from?

5 A. That's from bush hogging, keeping the ditches cleared,
6 keeping people off of it, putting up signs, keeping
7 people off of the line, because there ...

8 Q. Okay. I can understand a thousand dollars a year for
9 thirty-one years.

10 A. Right.

11 Q. That's easy to arrive at. Where did you get the twenty-
12 seven six seventy from? Where does that figure come
13 from?

14 A. That's a different piece of property, but it's whatever I
15 did on it. I just made an itemized on it, and it's really
16 more than that. But when ...

17 Q. Okay. Do you have an itemized bill for that, sir?

18 A. Yes. Yes, on the twenty-seven thousand.

19 Q. Okay. And you'll submit -- you'll give that to your
20 attorney?

21 A. Yeah, she has it. It's on this paper here.

22 Q. Now, you say there's a claim for forty-eight hundred
23 eighty-five dollars for a loan, balance at the time of
24 death for a loan to ...

25 A. Right. That's on ...

1 Q. ... Lewis Smalls?

2 A. ... the PCA, the tractor.

3 Q. Okay.

4 A. And I paid that off.

5 Q. When did Lewis Smalls die?

6 A. '83.

7 Q. All right. Did you file a claim against the estate for the
8 loan?

9 A. No, I didn't. No, I did not.

10 Q. Okay. Did Bryan & Haar -- you've got a claim for
11 seventy-seven hundred dollars for Bryan & Haar Law
12 Firm.

13 A. Uh-huh.

14 Q. When did they represent the estate or you in this
15 matter?

16 A. Before they -- before Mr. DuRant.

17 Q. How long ago was that?

18 A. Been about maybe a couple of years now.

19 Q. Have they filed a claim against the estate?

20 A. No, he -- I paid him.

21 Q. You paid them?

22 A. Yes, sir.

23 Q. Okay. Have you filed a claim against the estate for
24 that?

25 A. No.

1 Q. All right. Do you understand you're the Personal
2 Representative of this estate?

3 A. Yes, sir.

4 Q. You understand that you have a fiduciary duty to the
5 estate and to the heirs?

6 A. Right.

7 Q. And yet when you testified earlier as to why you
8 wanted to sell this property at this low price, you said it
9 was because of your health problem. Is that -- that's
10 your motivating factor?

11 A. Sir, my -- all the -- I'm not able to keep it up any
12 longer.

13 Q. Yes, sir.

14 A. I don't have no help, and I've done it for all these years,
15 and I think it's time we come to a closure on it, because
16 I paid all my daddy's funeral bills. Went in that creek,
17 picking oysters ...

18 Q. Yes, sir.

19 A. ... night and day. And if I didn't do that, there wouldn't
20 be no property. Mr. Lattimore would own it.

21 Q. Yes, sir. Well, you've had thirty-one years now
22 without selling it. You don't think you could wait
23 another year while we try to get the best price for it?

24 A. No, sir. I don't think time will allow me. I think we
25 come to a closure today.

1 Q. Have you ever put a for sale sign up on the property?

2 A. No, sir.

3 Q. Have you ever listed it with a real estate agent?

4 A. No, I haven't listed with a real estate. I've asked
5 different people around about it before we did this.

6 Q. Well, do you understand that under the law, as
7 Personal Representative, it's your obligation to get the
8 best possible price for this property? Do you
9 understand that that's what the law requires of you?

10 A. I understand that, sir, but we've been waiting longer.
11 We had more price higher than this, but everybody --
12 when we get there, there's no money. We waited one
13 time six months, no money. So this is a sure deal, and
14 I think the condition I'm in, and the property won't do
15 me no good when I'm gone, and I done helped all my
16 sisters and brothers. It's my time, now. I helped my
17 mother and father. It's my time.

18 MR. DuRANT: You can step down, sir. Ms.
19 Collins.

20 COURT REPORTER: Raise your right hand,
21 please. There you go. Do you solemnly swear or
22 affirm the testimony you're about to give will be the
23 truth, the whole truth, and nothing but the truth?

24 MS. COLLINS: Yes, ma'am.

25 **DIRECT EXAMINATION OF KARI COLLINS**

BY MR. DuRANT:

Q. Please state your name and present occupation.

A. My name is Kari Collins, and I'm an appraiser here in Horry and Georgetown County.

Q. And what type of appraisal work do you do?

A. I do various; residential, large tracts, and some commercial.

Q. All right. You need to speak to the Judge, not me. But basically, tell us a little bit about your background in the appraising industry.

A. I have about fourteen years of appraising in Horry and Georgetown Counties. I've done a lot of developments, residential lots and homes, especially in the Murrells Inlet area.

Q. Do you work for a number of different banks and developers?

A. I would -- to put a number on it, there's probably about forty-some banks, maybe fifty, and various developers here in the county, yes.

Q. And have you been qualified as an expert in the appraisal industry in the courts of South Carolina before?

A. Yes, sir.

Q. All right. And have you testified as an expert appraiser?

1 A. Plenty, yes, sir.

2 Q. How many times would you say you've been qualified?

3 A. Over a dozen.

4 Q. I'd ask that this witness be qualified as an expert
5 appraiser.

6 MR. SCOVILLE: No objection, Your Honor.

7 SPECIAL REFEREE: Without objection.

8 A. Thank you.

9 Q. All right. I've asked you to come today to discuss the
10 value of the contract that Flagship has offered on this
11 tract of land. Could you tell the Judge, have you done
12 some research to determine if that's a fair market value
13 to that property?

14 A. Yes, I have plenty of research in the ten mile radius of
15 this property. I have seen the appraisal that was done
16 in August of 2013. I've been told by the attorney that
17 there is one prior to that, that was higher, which I
18 would assume would be the case. You go back another
19 five or six years, it's probably fifty to seventy percent
20 higher. There's no doubt that there was probably offers
21 of the sixty-five to a hundred thousand dollars an acre,
22 in that area, back in the '05, '06 timeframe. However,
23 since then, we have had over a fifty percent drop.
24 Sixty-three percent is about the norm in the Murrells
25 Inlet area on vacant land. Since '10, '11 to present,

1 you've even seen a decrease, and I have plenty of
2 matched pairs to show you, if you would like to. I've
3 got it all laid out here, showing the values of tracts of
4 land in the subject area.

5 Q. Okay. Mr. Scoville, you had offered an appraisal that
6 was just recently done. Can I -- since I am not
7 objecting to that, can I show it to her and ...

8 MR. SCOVILLE: Yeah.

9 Q. ... give her an opportunity just to take a look at it,
10 because she hasn't -- this -- Judge, this was actually
11 presented to me today, and I think it was presented to
12 you today, right?

13 MR. SCOVILLE: Yes, sir.

14 Q. So she hasn't had an opportunity to look at this. Can
15 we just take a moment and let her take a look at that?

16 SPECIAL REFEREE: Let's take about a five
17 minute, ten minute break, and not make her do it on the
18 stand.

19 A. Well, I don't mind, but I can tell you, I don't know if I
20 can, you know, testify to it without looking it over.

21 SPECIAL REFEREE: Well, that's what I'm
22 saying. Let's take about a ten minute break, and you
23 can tell us whatever you can figure out.

24 MR. DuRANT: Okay.

25 MS. COLLINS: Thank you.

1 MR. DuRANT: Is it all right if she steps down?

2 SPECIAL REFEREE: Yes, it is. We'll go off the
3 record.

4 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

5 SPECIAL REFEREE: We're back on the record.

6 **DIRECT EXAMINATION OF KARI COLLINS**

7 **WAS CONTINUED BY MR. DuRANT:**

8 Q. Let me -- we had stopped for a minute to give you an
9 opportunity to look at that appraisal that they were
10 offering as evidence, that Jayroe had done. Did you
11 have a chance to do that?

12 A. Yes, sir. I have it right here.

13 Q. All right.

14 A. I didn't look at it in depth, but I did glance at the
15 pertinent information that we'd need at this point,
16 which are the comparables.

17 Q. Do you know who the company is that did this
18 appraisal? Are you familiar with them?

19 A. Yes, sir. I've been in court with them before.

20 Q. How do the comparables on that appraisal compare to
21 the ones that you have looked at?

22 A. It's not that their bad -- not bad comparables, but he's
23 using superior comparables and not making
24 adjustments. It's -- they're in the same area as our
25 subject, sir, but for instance, you've got Prince Creek,

1 Players Village, International Club. They're all over
2 there at TPC, on the golf course. They're zoned as a
3 PDD already, in a planned district development. Those
4 are things that cost money, and that make them
5 superior. They might only be two miles, less than two
6 miles away, but I'm also less than two miles away --
7 my house is less than two miles away from an
8 oceanfront beach house. So just because it's in the
9 same area, doesn't mean it's a good comparable to that
10 property. That being said, it's a nineteen acre tract on
11 Players Village, for instance, but he makes no
12 adjustment and gives it an extra ten percent, because it
13 doesn't have wetlands. He also subtracts ten percent,
14 because it's nineteen acres versus sixty-one acres,
15 which are really very, very low in this market. I see on
16 comp five, though it's in Forestbrook, it's an eighty-two
17 acre tract. It's zoned single family, a very small part of
18 wetlands. We don't have a wetlands study, sir, so I
19 can't comment on the wetlands part of it. But let's just
20 say for court purposes that we're dry, sixty-one and a
21 half acres dry. There's seventy-four acres -- seventy-
22 five acres dry. He gave it a fifteen percent adjustment,
23 saying that we were a better location, and it was
24 seventeen thousand, six hundred dollars an acre, which
25 is about an average price per acre at this point. The

1 ones that appraised and he adjusted at the thirty
2 thousand dollars an acre, which is where he's coming
3 up with his number, are golf courses, zoned as PDDs
4 and townhomes. They can do townhomes, condos,
5 single families on golf courses, and some have utilities
6 already. He's also used a comp that is east of Highway
7 17 Bypass, closer to the ocean, and not made an
8 adjustment for that. Those are just the brief things that
9 I looked at and glanced at it when I looked at this. I do
10 think it's a bit high. That being said ...

11 Q. Well, let's talk about your numbers, and I'm going to
12 ask that -- you prepared these at my request. Is that
13 correct? And I've shared a copy with Mr. Scoville.

14 A. Yes.

15 Q. All right. Exhibit 15 I would offer into evidence at this
16 time.

17 (PLAINTIFF'S EXHIBIT 15 WAS MARKED)

18 SPECIAL REFEREE: Any objection.

19 MR. SCOVILLE: Exhibit 15 is ...

20 MR. DuRANT: What we gave you.

21 A. What I handed you, sir.

22 MR. SCOVILLE: Okay. Yeah. Okay. No
23 objection.

24 SPECIAL REFEREE: Without objection.

25 A. Your Honor, if you'd look at the first three, what I've

1 done for you, the first page is the subject's plat. Just to
2 give you a little background, I've written on -- the two
3 that about the property are industrial lots with chain link
4 fences around them. They do concrete. One of the
5 gentleman that owns that property, he does a lot of the
6 concrete high-rise buildings and such, and keeps all of
7 his big equipment and things there on the property.
8 That fourth one is the recycling dump center, which it
9 does not about the property, but it's two down from it. If
10 you look on that first page, do you see the 88, sir?

11 SPECIAL REFEREE: Yes.

12 A. That tract, 4A, is five acres. It just sold for one
13 thousand, nine hundred dollars an acre. If you look at
14 the second page, it's just an aerial view of it, so you can
15 see what's around it, and you can see that it is close to
16 the golf course that we were talking about, one of the
17 golf courses. This is not the TPC one. This is the
18 International Club, sir. The tract of land that -- one of
19 his comparables is the tract on the other side of the
20 International, and a lot of it is cleared right there, and
21 you can even see that from the aerial footage. It has
22 some of the roads in it. The third page, sir, is the
23 property part showing what the tax value is, which is
24 nine hundred and seventy-one thousand, one hundred
25 and eighty. It says that it is zoned forestry agriculture,

1 and is sixty-one and a half acres. If you look through
2 the remainder, there's one, two, three, four active
3 listings that I pulled for you, sir, and I've written on
4 each of them. The first one showing is 10100
5 McDowell Shortcut Road. It's on the market. The
6 agent's name at the Johnnie Green. I just want to make
7 sure you're on the same page. The asking price is
8 twenty-seven thousand, two hundred and ninety-four
9 dollars and ninety-eight cents, sir. It's been on the
10 market for over two -- almost two years. They have
11 decreased the price a bit. If you look at the second one,
12 sir, which is not far from our property, it's a twenty-
13 three acre tract. He put it on the market one thousand,
14 seven hundred and thirty-one days ago. It was on the
15 market for one point one million dollars. It's dropped
16 over fifty percent, and they're asking four ninety-nine
17 for it now, which is nineteen thousand, five hundred
18 and fifty-eight dollars and seventy cents, because they
19 haven't had an offer, because it was priced too high.
20 Again, your third comp, it was two point eight million,
21 highway frontage, Highway 707. They're asking one
22 point four for it now, which is thirty-four thousand
23 dollars an acre. It's been on the market almost two
24 years, plenty of timber, but also on Highway 707,
25 which is superior to us. And the fourth one that's

1 actively on the market has been on the market for
2 almost a year. It's a four acre tract on McDowell
3 Shortcut, and they're asking thirty-nine thousand
4 dollars an acre. It is a tract that is zoned RE-3, which
5 is for industrial and can do commercial land as well.
6 So to me, which one of ours in his appraisal, he's not
7 allowing for the superior zoning that is there. With our
8 zoning now, there should have been an adjustment, and
9 there was not. Then you've got eleven comps here.
10 Some of them were used in the appraisals, but I want to
11 point out one, two, three, four, five. They range from
12 one thousand, nine hundred dollars an acre and extend
13 going to nine thousand dollars an acre. You have a
14 highway road frontage, which is a superior zoning that
15 only went for thirty-five thousand dollars an acre.
16 Then you have one for thirteen five an acre. You have
17 one for twenty-two thousand, four hundred and forty-
18 one an acre. Then the one on McDowell Shortcut that
19 just sold down the street from our subject, it just sold
20 for twenty-one thousand, five hundred and fifty-two
21 dollars an acre. It's a very similar lot. Then you have
22 two comps in the Prince Creek area, like Jayroe has
23 used. The other lady used it in her appraisal, too, but
24 she also made an adjustment for it being a superior golf
25 course location. And to show you what the market's

1 done since '09, '10, '11 to present, I have two tracts
2 there. They are a twelve acre difference, but they're
3 right there at TPC, and it shows you in '09, it sold for
4 one point four million for a twenty acre tract, and in
5 2013, the thirty-two acre tract right beside it sold for
6 one point two. So it sold back in '09 for sixty-nine
7 thousand dollars an acre, sir. In 2013, the one right
8 beside it just sold for thirty-seven thousand dollars an
9 acre, on a golf course. That shows you how our market
10 has changed. Yes, our market is starting to go up. I
11 have no doubt telling you that on the stand. But large
12 acre tracts are still out there. There's -- whether
13 foreclosures and short sales. One was, one was not,
14 and it still does not contradict that our market has
15 decreased, and it has decreased substantially. You
16 have one right here off of Freewoods Road that is a
17 very similar tract to ours. It's a ninety-two acre tract.
18 Very little of that is wet, because they sold the back
19 part of the wetlands of this property -- because I'm very
20 familiar with this property. They sold it to the Army
21 Corps in exchange to dig out ponds, and that's what
22 they do. They trade out parts of the back of the
23 wetlands to gain some uplands in the front. Very
24 similar piece of property sold in two thousand -- the
25 end of 2012 for three thousand, eight hundred dollars

1 an acre, sir. A beautiful piece of property. They're
2 putting in a development right now. When I was
3 consulted on this a little over a year ago and met with
4 the attorney, they asked me to pull comps and look it
5 over, and I gave them a base range. That base range,
6 the top of the ringer, was at twenty-five a year ago. I
7 said, you're not going to get over that, not in this
8 market. And so I know that they have gotten some
9 offers from the school district and from various people,
10 ranging from eighteen to twenty-one. It's their
11 prerogative whether they take it or not, but the twenty-
12 one's not a bad offer, either. So when I was told by the
13 attorney that I needed to come here and be an expert
14 witness to explain these two appraisals, I didn't know I
15 had the second one. This twenty-four thousand dollar
16 appraisal is, in my book, superior to this appraisal of
17 one point nine. Not that this one point nine is horrible,
18 but there's no adjustments to the superior comparables
19 that they have used in this report. In my expert
20 opinion, I can't see it appraising over twenty-four
21 thousand dollars an acre, sir. I could see it being
22 lower. I have plenty of comps right there that I have
23 given you to prove it. And you see the days on market
24 on the active and the sold. Everything is on the market
25 for over two years. And I really feel, if they're going to

1 put this on the market for what this gentleman has
2 appraised it for, they're going to be sitting on it longer
3 than that.

4 Q. Thank you, and you are being paid to be here today by
5 us. Is that correct?

6 A. That is correct, sir.

7 Q. All right. And you sent an invoice to my office?

8 A. Yes, sir.

9 Q. How much was that?

10 A. I charged you for eleven hours worth of research and
11 testify -- to be here in the courtroom. I've put in more
12 than eleven hours, sir, at two seventy-five.

13 MR. DuRANT: Thank you. Answer any
14 questions Mr. Scoville has for you.

15 A. Sure thing.

16 **CROSS-EXAMINATION OF KARI COLLINS BY**
17 **MR. SCOVILLE:**

18 Q. I just have a few questions to ask you.

19 A. Sure. Just tell me what page to go to, if it's a page, sir.

20 Q. Well, first of all, you have the appraisal that Ms. -- the
21 Jayroe firm did, that we gave you this morning?

22 A. Defendant's Exhibit 1.

23 Q. Yes, ma'am. Have you seen the Devers appraisal from
24 2011?

25 A. Yes. I got a copy of that two days ago.

1 Q. Okay. And Sarah Devers is a reputable appraiser, is
2 she not?

3 A. Yes. I'm not saying either one are not reputable
4 appraisers.

5 Q. Yeah. They're competent, and they have good
6 reputations in the community, right?

7 A. Correct.

8 Q. Okay. And an appraisal is an attempt by someone who
9 is knowledgeable about real estate values to determine
10 what a fully aware ...

11 A. It's an opinion of value.

12 Q. An opinion of value based on what a ready, willing,
13 and able buyer, with full knowledge of all relevant
14 facts, could be expected to pay a ready, willing, and
15 able seller?

16 A. If you're asking for a fair market value, yes.

17 Q. Okay.

18 A. There's various different appraisals, but if you're asking
19 for a fair market value appraisal, yes. It's what the
20 typical buyer would be willing to pay.

21 Q. Well, what did -- what was your figure based on? Is
22 that fair market value?

23 A. Yes.

24 Q. And these other two were also, these ...

25 A. I would assume so, yes. That's what ...

1 Q. Okay. Now, did you hear Mr. Smalls, the Plaintiff,
2 testify earlier that he had an offer for a hundred
3 thousand dollars an acre several years ago?

4 A. Quite possible. Yes, I heard him say that, and that's
5 quite possible. Yes, sir.

6 Q. And did I hear you say also that the average decline in
7 value of these properties has been about fifty to sixty
8 percent since the bubble burst?

9 A. If not more, yeah. Absolutely.

10 Q. Well, you didn't -- I don't recall you saying, "if not
11 more." But you said that was the average, about.

12 A. Sixty-three percent is -- was my number, and some
13 have been more, yes.

14 Q. I'm sure some have been less, too.

15 A. Absolutely.

16 Q. Sixty-three percent of a hundred thousand gets you to
17 thirty-seven thousand an acre. Wouldn't you agree
18 with that?

19 A. It could, in that instance, yes.

20 Q. Yes, ma'am. Well, if someone offered -- based on that,
21 you know, just limiting the question to that testimony
22 you gave, if it was worth a hundred thousand an acre
23 before the bubble burst, and there's been average ...

24 A. It doesn't mean that it would appraise for a hundred
25 thousand dollars an acre. I'm just stating that if he was

1 offered that -- just because I offer that for a piece of
2 property doesn't mean it's worth that.

3 Q. Yes, ma'am. But if that's what a person's willing to pay
4 ...

5 A. Then they better have cash, because the bank won't
6 approve it.

7 Q. I understand. But isn't what a ready, willing, and able
8 buyer is willing to pay a little bit better indication of an
9 appraisal? I mean, wouldn't you say that that's ...

10 A. Not ...

11 Q. So the real market's not an indication of the true value
12 as opposed to an appraisal? Is that what you're saying?

13 A. No. The bank's going to look at an appraisal, period.

14 Q. Okay. But if you had cash to pay ...

15 A. Absolutely.

16 Q. Okay. Now, this property that we're talking about here
17 today has, to your knowledge, has never been put out
18 on the open market?

19 A. Not that I've been told or seen.

20 Q. Yes, ma'am. And a lot of the -- we're using these
21 listings as comparables, or just as illustrations as to
22 what ...

23 A. They're -- right. They're illustrations and comparables,
24 but you have a lot of tracts of land that never hit the
25 market, because developers negotiate with either an

1 agent or with an owner. These are what I'm showing
2 you, when they've been put out on the market, sir.

3 Q. Yes, ma'am.

4 A. You've got well over a two year marketing time, if not
5 more, because they're priced so high.

6 Q. All right. Well, let me just summarize. We have three
7 appraisals by three ...

8 A. You have two.

9 Q. These ...

10 A. I haven't given you an appraisal. I'm a witness to the
11 two appraisals, and giving you illustrations backing
12 that up.

13 Q. Okay. So you're not here to offer a value? You're just
14 here to offer ...

15 A. I can, based on what I'm giving you, but I've never
16 written anything up, sir. But I can verbally.

17 Q. So you're just here for the purpose of disputing the two
18 appraisals that were introduced into evidence. Is that
19 correct?

20 A. I'm here because the attorney has asked me here and
21 represented -- and asked me to represent what these
22 two say or one says, because I was just told about the
23 one.

24 Q. But you yourself have not done an appraisal?

25 A. I've done the consulting work and done all the research

1 on the values of that piece of property.

2 Q. But you haven't -- you're not here today with an
3 appraisal to express an opinion of fair market value?

4 A. No, I've given you a range, sir.

5 MR. SCOVILLE: All right. Thank you, Your
6 Honor.

7 **REDIRECT EXAMINATION OF KARI COLLINS**

8 **BY MR. DuRANT:**

9 Q. A couple of questions on redirect. If they have to go
10 hire an appraiser -- I mean, hire a realtor to market this
11 thing, what's the normal cost for undeveloped land?

12 A. Ten percent.

13 Q. Ten percent. So there would be an additional ten
14 percent ...

15 A. You might find somebody for seven, but I doubt that.

16 Q. All right. In your opinion, if they listed this property
17 for one point nine million dollars, how long would you
18 think that this property would be on the market before
19 it sold?

20 MR. SCOVILLE: Your Honor, I don't think
21 she's anywhere near qualified to express that opinion,
22 Your Honor.

23 A. All I can show you are the comparables.

24 SPECIAL REFEREE: Well, wait just a minute.

25 MR. SCOVILLE: I mean, that's well beyond the

1 scope.

2 SPECIAL REFEREE: I'm going to note your
3 objection and let him go ahead and -- he's asked that.
4 Let her answer. Go ahead and answer, ma'am.

5 A. If I had a crystal ball, I'd be a rich woman. But based
6 on these thirteen, sixteen, it shows -- and I've circled
7 on that for the Judge to look at, the days on market. If
8 you take the average of all of these, it's well over two
9 years.

10 Q. Thank you.

11 A. But I can't -- speculation, based on the past.

12 Q. Because it's overpriced?

13 A. Yes.

14 MR. DuRANT: Okay. Thank you.

15 SPECIAL REFEREE: Anything else, Mr.
16 Scoville?

17 MR. SCOVILLE: No, sir, Your Honor.

18 SPECIAL REFEREE: You might come down.
19 Thank you very much.

20 MS. COLLINS: You're welcome.

21 MR. DuRANT: Your Honor, if I could have one
22 moment? Could I ask that this witness be excused,
23 Your Honor?

24 SPECIAL REFEREE: Any objection, Mr.
25 Scoville, to excusing the witness?

1 MR. SCOVILLE: Yeah. Oh, no, sir. No, sir.

2 Not at all.

3 SPECIAL REFEREE: Thank you so much for
4 coming, ma'am. You're excused.

5 MS. COLLINS: You're welcome.

6 MR. DuRANT: We rest, Your Honor.

7 SPECIAL REFEREE: Okay. Thank you.

8 MR. SCOVILLE: Your Honor, I'm going to do
9 something. Your Honor, I think, given the evidence
10 that's been produced, as I understand the rule, when
11 you're having a bench trial, the Court can go ahead and
12 rule at this stage without having to take additional
13 testimony, if the evidence supports the Court's ruling.
14 And I'd like to make an argument that you do that,
15 based on what you've heard so far, Judge. The only
16 real issue here, Your Honor, as I understand it, is the
17 value for the sale. Everybody agrees to sell the
18 property. They're saying they have these private
19 developers that Mr. DuRant represents or has a special
20 relationship with previously. He's notified them the
21 property may be on sale or whatever, and they've come
22 up and said, "We're willing to offer this price." And
23 we don't have a problem with that. But the obligation
24 of Mr. Smalls, as the Personal Representative of the
25 estate, is to insure that the best value is obtained for the

1 property. So first of all, he's got a duty to do that, and I
2 think that's also an obligation of the Court, to see that
3 the best value can be obtained for the property. And
4 going back over the evidence, there are only two
5 appraisals, I think, that have been submitted. Is that
6 right? The two that we submitted at two million
7 dollars apiece. We submitted one we received this
8 morning, and there's another one included in the
9 package submitted by Mr. DuRant. Now, this lady just
10 testified she didn't offer an opinion as to the value.

11 SPECIAL REFEREE: She gave a range.

12 MR. SCOVILLE: She gave a range, but she did
13 not -- that wasn't -- I don't think that's really -- that's
14 kind of like out there, but she didn't do an appraisal.
15 She didn't submit an appraisal, Judge. She just sort of
16 gave a general range or whatever, and I don't think that
17 carries the same weight, and I really don't think that
18 even qualifies, you know, for -- as evidence on the
19 value of the property. I mean, even if it doesn't, you
20 have a range of values from two million to whatever
21 the low end of what she says the value is. And as I
22 understand the case law involving partitions, that if the
23 Court can determine a value based on the evidence, the
24 Court can go ahead and assign that value to the
25 property and sell it at that price. But if the Court can't

1 determine the value, then the Court is obligated -- I
2 think this was a case that Ben Culbertson had down in
3 Georgetown, to where there was a dispute over the
4 value, and the Court couldn't determine what the fair
5 market value was. The Court says, "I can't. I've got
6 disputes competing or various competing figures, and I
7 just can't decide, because they all have more or less
8 equal weight, and all of them more or less equal
9 credibility, and all the facts and circumstances, I can't
10 say this property is worth X amount of dollars." Now,
11 if you can do that, then you can order sale by
12 allotment, for example. But if you can't do it, the
13 Court says you have to let the market decide, either by
14 going to -- in our case, I think everyone would agree
15 that a private sale is more advantageous than a public
16 sale, but ultimately you go to the courthouse door and
17 present the -- you know, the property, and let the
18 highest bidder buy it. And I think we're kind of in that
19 situation.

20 SPECIAL REFEREE: Is that what you want?

21 MR. SCOVILLE: No, I don't want that, Your
22 Honor. You know, but I think that's what the law says
23 ultimately you lead to, if you can't -- if the Court can't
24 determine the value. And we think the property is
25 worth more than these people have offered, okay?

1 Now, is it worth a lot more? We can't say now. The
2 lady said, well -- and it seems to be undisputed that
3 there was a serious offer made for a hundred thousand
4 dollars five or six years ago, before the bubble burst.
5 And based on her testimony, I think she said well,
6 some more than fifty, but sixty-three percent seems to
7 be the average. Well, that would put it at thirty-seven
8 thousand an acre, which is substantially more than we
9 think it ought to be listed for. But we think about two
10 million dollars would be the fair value, at least to start
11 the listing and see -- put it out there for a few months
12 and see what the market will bear. And you know, the
13 Court can fashion an order that would provide for, you
14 know, a public listing for some reasonable period of
15 time, and then at the end of that period, we can order
16 that the price be reduced by a percentage, and then, at
17 the end of that second period, if there were no offers,
18 then you could just order it to go off to sale.

19 SPECIAL REFEREE: What's your position with
20 reference to a public sale being the fair market? It sells
21 for what it's worth.

22 MR. SCOVILLE: Well, I think ultimately -- I
23 mean, what you ...

24 SPECIAL REFEREE: It's hard to argue with a
25 public sale where everybody's got a shot at it.

1 MR. SCOVILLE: Well, at the courthouse?

2 SPECIAL REFEREE: Yeah.

3 MR. SCOVILLE: Well, that's the ultimate -- you
4 know, I could see that. So I'm just saying, Judge, it
5 just seems like you get better results if you could list it
6 and go through that process first. And then, you know,
7 if you can't, you just don't usually have a whole lot --
8 but ultimately, that's what we'd have to go to. So I just,
9 I really -- we're just not comfortable with this sort of
10 basically a private sale, under these circumstances.

11 SPECIAL REFEREE: I understand.

12 MR. SCOVILLE: And I'm prepared to go
13 forward, but I think, you know, because you certainly,
14 you know, have enough information at this point, if
15 you want to, you can go ahead and fashion a remedy
16 that would certainly address our concerns, you know.
17 The rule provides, in a non-jury ...

18 SPECIAL REFEREE: It does.

19 MR. SCOVILLE: ... trial that you can go ahead
20 and do this. I'm not waiving the right to go through,
21 but if you agree that you could grant the relief we
22 request, based on the evidence before you, we'd go
23 ahead and ...

24 SPECIAL REFEREE: Let me say this. I don't
25 care what I do, it will not make everybody happy. I

1 was forced to take Greek mythology in school, like you
2 probably were. And one of the things I remember is
3 Hercules having to clean the stables out, and the way
4 he did it was divert two or three rivers through them.
5 Well, I don't have access to two or three rivers, but this
6 has been going on a long time. It's time, for
7 everybody's benefit, for whatever -- it was worth what
8 it will sell for, like a used car. That's all it's worth.
9 You know, maybe fifty an acre, maybe twenty, but
10 whatever it's worth, it's worth. I mean, you can't make
11 -- the market runs the value of it. I can come up with a
12 remedy, but you know, whether it will be -- the only
13 thing I can promise you, I'll do the best I can. And also
14 I'll promise you, nobody will be totally pleased with it.
15 And that's the nature of family discord with reference
16 to property that's left. There's no question about it.
17 Mr. DuRant, do you want to reply to that?

18 MR. DuRANT: Yeah. I mean, obviously, Judge,
19 Mr. Scoville wasn't hearing the same testimony I
20 heard. I had an expert come into the courtroom today,
21 who he did not object to as an expert, qualified to
22 testify about values, and she clearly stated that this is a
23 fair market value for this property. Did she do a
24 written appraisal? No, but she was here in person. He
25 was able to cross-examine her, ask her questions, and

1 she answered them. So clearly there is a dispute of fact
2 as to value. Now, Mr. Scoville brought an appraisal in
3 which he handed to me today in the courtroom, and I
4 didn't have to let it in. I could have objected and made
5 him bring the appraiser in here, but I didn't do that. I
6 said, we'll go ahead and let it in, let the judge hear it.
7 Obviously, my appraiser didn't agree with the comps
8 this guy had. So this is my concern, Judge, and this is
9 a serious concern, and really should be a serious
10 concern for these folks. Is if this thing goes to public
11 auction and sells for eight hundred thousand dollars, or
12 nine hundred thousand dollars, they just left a half a
13 million dollars on the table. I got the money on the
14 table, and it's going to be in a pot for them to get in a
15 hundred and twenty days. I mean, and you know,
16 they're talking about, "Well, we could get two million
17 dollars." Well, if we put it on the market, my deal goes
18 away. They ain't coming back. Or it goes down,
19 okay? And two years later, we're sitting here with our
20 fingers in our ears, saying, "Well, it didn't sell," you
21 know. And you know, if they want to give up their
22 shares if it sells for less, if they want to give up -- if
23 they say, "Okay, well, we think it's going to do this."
24 Well, what if it doesn't. What if the next offer is a
25 million dollars, or nine hundred thousand dollars? I

1 mean, you know the market we're in right now. That's
2 a pretty big risk to my clients on this money. I mean,
3 we've got the money there, and it's good, and it's going
4 to close in a hundred and twenty days, and everybody's
5 going to get their money. And this thing's been going
6 on for thirty-one years. Now, are you just going to say,
7 "Sorry, guys. We're not going to take the contract.
8 We're going to put it on the market and try to get two
9 hundred thousand dollars, and we're going to pay a
10 realtor a ten percent commission, and you know, we're
11 probably going to have to pay for the wetlands survey,
12 and we're probably going to have to pay for a survey of
13 the property." Who's going to pay for that? Ain't
14 nobody got any money. None of these people have any
15 money. I mean, we've been paying out of pocket the
16 cost of this litigation, okay? And they haven't helped
17 with that. We've been doing all the work. And they
18 showed up to court today to say, "Well, you know, we
19 think we can get two million dollars for it." Good luck
20 trying that. Two years later, we're standing there, and
21 it hasn't sold. This contract's gone away, and we're
22 back to square one. And so, you know, it's time to end
23 this thing. I mean, it's time to get this over with. And
24 you know, I don't want to speculate. I just know this
25 market's very fickle. I know this contract will go

1 away. It won't come back. If it comes back, it's going
2 to come back at twenty-one, according to our witness.
3 They're not going to offer twenty-three. So they'll
4 offer a lesser number after two years, and we haven't
5 sold it. So I think they're not looking at the whole
6 picture here, what's in everybody's best interest. This
7 thing needs to end. We need to get it over with, and I
8 can see the light at the end of the tunnel in a hundred
9 and twenty days, and I'm going to have a pot of money,
10 and we're going to put it in an account, and everybody
11 can come get their money.

12 SPECIAL REFEREE: All right. Let's do this.
13 Stay -- let me get the lawyers to stay with me, and I'm
14 going to ask everybody else to go across the hall in the
15 waiting room and have a seat, and let me talk to the
16 lawyers a couple of minutes.

17 MR. SCOVILLE: Your Honor, can I ...

18 SPECIAL REFEREE: Oh, I'm sorry. I didn't
19 realize you ...

20 MR. SCOVILLE: If I -- Ms. Crock would like to
21 make a statement. Can I just call her as a witness
22 shortly, and she'll ...

23 SPECIAL REFEREE: Sure. Bring her up and
24 swear her in, and let her ...

25 MR. SCOVILLE: This will be our -- I guess you

1 denied my motion, and we're going forward?

2 SPECIAL REFEREE: Yeah, I'm -- well, no. I'm
3 just going to break and talk to both of y'all about some
4 parts of things, and then I'll let you do what you want
5 to.

6 COURT REPORTER: Let me get you to raise
7 your right hand, please. Do you solemnly swear or
8 affirm the testimony that you're about to give will be
9 the truth, the whole truth, and nothing but the truth?

10 MS. CROCK: I do.

11 **DIRECT EXAMINATION OF PATSY CROCK**

12 **BY MR. SCOVILLE:**

13 Q. State your full name, please.

14 A. My full name is Patsy Crock.

15 Q. And Patsy, where are you from originally?

16 A. I live -- originally?

17 Q. Yes, ma'am.

18 A. Murrells Inlet, South Carolina.

19 Q. Okay. And you're one of the heirs?

20 A. I'm one of the heirs of Lewis Small.

21 Q. And you have a statement you wanted to read to the
22 Judge? Is that ...

23 A. Yes. I just wanted to clear up a few things about the
24 estates of my father and my mother, Mattie Small and
25 Lewis Small. Dewey Small was elected for the second

1 time as the representative. My brother, Lewis Small,
2 was the representative first, of course, but Dewey
3 changed that, and this is where we are today. Okay.
4 We -- he stated that none of the heirs was missing for
5 thirty years. Your Honor, my brother's sitting right
6 here. Lewis Small, Junior has been in contact with
7 Dewey Small for the past forty years, sometime on a
8 daily basis over the telephone. I came down here to
9 Dewey Small. I visited you in 2007. We talked on the
10 telephone. I have letters here from your attorney Bryan
11 that I spoke to him, and we tried to resolve this. Please
12 don't make this family suffer like this. My father left
13 this property, Your Honor, for all of these children to
14 divide a portion of this property. Dewey never
15 contacted anyone, did not try. Dewey stayed in South
16 Carolina and used this property for his own personal
17 gain. No one received anything. I have here where
18 I've had seven attorneys, over eleven thousand, seven
19 hundred dollars, twenty-eight thousand dollars in taxes
20 that we've paid, and Dewey said he paid the taxes on
21 the property. Yes, but in my father's will, stated here,
22 Dewey was left tobacco acreage, clear land, to pay all
23 taxes on the property. And when he stopped paying
24 the taxes, me, my brother, and one other sister picked
25 up the tab for the past fourteen years. Dewey, this

1 property is so expensive now because he took on my
2 mother's property, 707. He rezoned it as commercial.
3 So now it's up to two and -- almost four thousand
4 dollars every year, with the taxes, because he rezoned
5 this property as commercial property, and 2000, he
6 stopped paying all taxes. So I just wanted to clear the
7 air about he could not find any of the heirs. We have
8 been doing this. I've had attorney notes stating the
9 reason why that this property could not be divided. We
10 have tried numerous times, seven attorneys, seven title
11 searches. Every attorney gets to the title searches.
12 They cannot get the deed that transferred the property
13 from one property to the next. It's lost. It's not in the
14 courthouse, so we're square one again. Here with the
15 attorney fees, you know, every time it's three thousand
16 dollars a title search. Every title search cannot connect
17 the property for the property to either be divided up or
18 sold. We was in -- want this property divided up and
19 everybody get their share, and pay their taxes. This is
20 why I'm saying me and two other people are paying
21 taxes every year, and no one else is picking up the
22 taxes. I agree with the sale, like Dewey said. When he
23 brought the summons, I was very happy that he
24 brought the summons, because we were on to another
25 attorney. That's when I called, you know, Mr.

1 Scoville. So you know, he's got a summons here, and
2 we need to go to court. But the problem is, Dewey
3 took this for his own personal gain. He has no
4 intention of giving any of these heirs any of that
5 property. The 707, Dewey wants the 707. He wants to
6 take the -- yes?

7 Q. The part -- just ...

8 A. Okay. I just wanted, you know, to clear the air and let
9 you know that he is not the innocent, poor person over
10 there. This property he said he cleaned up, he lived on
11 this property. He trashed -- he destroyed this property.
12 He said those lakes that's dig on the property, my
13 mother has a ditch. Why didn't he dredge out the
14 ditch? Intentionally did this on this property. So
15 therefore, we're saying, yes, we would like a sale, but
16 we would like a fair price for this property, not Dewey
17 just to get a couple of private people of his friends and
18 give us anything he wants, because that's his main
19 objective. Thank you very much, sir.

20 SPECIAL REFEREE: Thank you for sharing
21 that. Do you have any questions?

22 MR. DuRANT: Yeah, I've got questions for her.

23 MR. SCOVILLE: Sure.

24 **CROSS-EXAMINATION OF MS. CROCK BY**

25 **MR. DuRANT:**

1 Q. Can I see Exhibit 14, please? I'm going to pass you
2 Exhibit 14. Let me ask you, ma'am, where do you
3 live?

4 A. I live in Phoenix, Arizona.

5 Q. Phoenix, Arizona. How long have you been there?

6 A. Oh, maybe about nine years.

7 Q. All right. And how familiar are you with real estate
8 property in Murrells Inlet?

9 A. I'm pretty familiar.

10 Q. Okay. Look at Exhibit Number 14. Those are the
11 costs that we asked that the Court reimburse everybody
12 that had spent money. Is there a line down there for
13 the property taxes that y'all have paid?

14 A. Property taxes '83 to 2003, I see that.

15 Q. All right. How about to your crowd, twenty-seven
16 thousand dollars?

17 A. Yes, uh-huh.

18 Q. So we asked the Court ...

19 A. That's property upkeep, is what I got here, twenty-
20 seven thousand.

21 Q. We asked the Court to reimburse y'all for property
22 taxes that you paid?

23 A. Yes, sir. Twenty-seven thousand.

24 Q. Do you see that?

25 A. It's there, right where -- that's Dewey ...

1 Q. Yes.

2 A. ... saying he wanted it for cleaning up the property and
3 other parcels, bush hog and clear. That's for him for
4 twenty-seven thousand.

5 Q. Horry County property taxes from 2004 to 2013 due to
6 Lewis Smalls.

7 A. No, Patsy Crock. I have documents -- all ...

8 Q. We're reimbursing you out of these proceeds for the
9 property taxes that you paid.

10 A. I agree with that, no problem. I have no problem with
11 that at all.

12 Q. Okay.

13 A. Definitely.

14 Q. Well, I mean, you act like we were ignoring the fact
15 that you had paid these property taxes, and we want to
16 pay you back for the property taxes that you paid.

17 A. I agree with that, no problem. But he had tobacco
18 acreage, sir. My father left it in the will. He has clear
19 land right here to pay all taxes on all the property.

20 Q. And that was supposed to pay property taxes for thirty-
21 one years?

22 A. Yes, of course. He got the property for it, absolutely.
23 If not, he could call and say, "Hey, I'm no longer
24 paying your taxes," and we would have picked it up,
25 but I just keep going to the courthouse.

1 Q. Look, ma'am, your statement to the Court that he's
2 trying to take advantage of you and not pay you back
3 your taxes is just not true, because we've collected or
4 want to pay you from the proceeds of this sale.

5 A. That's fine, but we ...

6 Q. And you're listed on that exhibit.

7 A. That's ...

8 Q. Exhibit Number 14.

9 A. That's fine. No problem at all, sir. I agree with that.

10 Q. All right.

11 A. But all we're saying, we just want a fair market price,
12 Mr. DuRant. That's it. Because why should we let one
13 buyer look at it? Why don't we put it on the MLS list
14 and let everyone bid on it. That's all we want.

15 Q. But ma'am, you don't have a sure thing with that.

16 A. We have never had a sure -- it's been thirty years, sir.

17 Q. We've got a sure thing at one point five million right
18 now.

19 A. Twenty-three thousand, that's too low. That's a
20 giveaway, sir.

21 Q. And you base that on what?

22 A. That's -- on the properties around it.

23 Q. On all the information you gathered from Arizona?

24 A. No, right here from South Carolina, from my realtor
25 right here and my appraiser right here. Not -- no, not

1 California. Everything I've got comes from South
2 Carolina.

3 Q. But you didn't bring an appraiser here to testify about
4 the value of this property today, did you?

5 A. I brought an appraisal, a copy of it, and nine hundred
6 dollars appraiser -- a copy ...

7 Q. But you didn't bring a witness here to testify about the
8 fact that ...

9 A. I didn't feel that I needed to. You know, we're asking
10 to put it on the open market, and what it ...

11 Q. Let me ask you this: who paid for the funeral expenses
12 and all the other expenses at the time of your dad's ...

13 A. He had to -- he sold -- Dewey Small sold timber. My
14 father had it in his will.

15 Q. How much money have you paid to the estate?

16 A. Paid for the estate?

17 Q. Yeah, your father's estate. How much money have you
18 paid? How many bills have you paid in the estate?

19 A. He had no bills.

20 Q. Oh, he had bills.

21 A. Whatever bills had, Dewey Small has created those
22 bills.

23 Q. You haven't paid ...

24 A. He had no bills.

25 Q. ... a dime, have you?

1 A. Pardon me?

2 Q. You haven't paid a dime?

3 A. The funeral expense and stuff is why he sold the
4 tobacco acreage ...

5 Q. You didn't pay anything?

6 A. ... a thousand and some pounds.

7 Q. Did you go the funeral?

8 A. I was nine months pregnant with twins, sir. I couldn't
9 go. And then, by the time we get to the funeral, Dewey
10 has already buried my father.

11 Q. You didn't go to the funeral, and you didn't bother to
12 pay any bills or any expenses?

13 A. There was no bills, sir. No bills.

14 Q. Well ...

15 A. Dewey created whatever bills was on that property.
16 That was nothing but bare land. Both houses was
17 burned down. There was nothing there, so what is it to
18 pay? Taxes, we picked them up, yes.

19 Q. And we're going to reimburse you for that.

20 A. That's fine. So ...

21 Q. Yeah. So -- and you haven't paid any expenses for this
22 litigation, have you?

23 A. Oh, yes, I have.

24 Q. Have you paid any of the expenses that I've had in this
25 litigation? Have you offered to pay any of the

1 expenses in this litigation?

2 A. I have my attorney to pay. Dewey should pay my
3 attorney fees. He created this mess.

4 Q. He created this mess?

5 A. Yes, he did. Absolutely.

6 MR. DuRANT: Okay. Thank you.

7 MR. SCOVILLE: Come on down, Patsy.

8 SPECIAL REFEREE: Thank you, ma'am.

9 MS. CROCK: Yes, sir. He's not innocent.

10 MR. DuRANT: You got any other witnesses?
11 I've got one rebuttal witness, Your Honor. Lisa Cleary.

12 SPECIAL REFEREE: I'm going to remind you,
13 you're still under oath.

14 MS. CLEARY: Okay.

15 **REDIRECT EXAMINATION OF MS. CLEARY**

16 **BY MR. DuRANT:**

17 Q. You heard this lady just a minute ago testify there were
18 no bills for the estate?

19 A. Yes, sir, I did.

20 Q. All right. Tell the Judge what the bills were that he
21 had to pay.

22 A. The will did state that the five acres she was talking
23 about on 707 was left to Mr. Dewey by his daddy.

24 That was the five acres he wanted the rest of the heirs
25 to deed to him, and then five acres was to go to four

1 boys, and then eight girls, and stuff like that. There is
2 a petition in the estate that states there was no tobacco
3 allotments, and there hasn't been tobacco for a long
4 time on the property, to pay the taxes. Mr. Dewey did
5 pay the taxes for over twenty-one years by his self, and
6 he also had paid for the headstone for his mother,
7 funeral expenses. There was no money in the estate to
8 pay these bills. The estate was closed because Mr.
9 Dewey's attorney told him to close the estate, because
10 they never could get any of the heirs to come together
11 and sign these cross-deeds. We just recently had Mr.
12 Smalls reappointed as Personal Representative, after he
13 was in the hospital, to get all this straightened out, so
14 everybody could get their fair share. There are bills for
15 funerals. I have them all right here. He gave me three
16 banker boxes of bills that have been paid. And yes, I
17 am the one that helped Mr. Smalls come up with the
18 amounts for the upkeep of the property. I went through
19 where he has done condemnations with the South
20 Carolina Highway Department, the South Carolina
21 Public Service Authority where, after Hugo, there were
22 environmental problems. He had to clean up all the
23 stuff people dumped out there. Vagrants on the
24 property. And the reason we were contacted is Mr.
25 Smalls' son doesn't want his seventy year old daddy

1 going out there, confronting people, vagrants, on the
2 property. The rest of the people live in Riverside,
3 California. Mr. Smalls' home is involved in this mess.
4 He can't even build a home there on the property that
5 was left to him. And then I understand that there is a
6 piece of property that Mr. Smalls' daddy owned in
7 California, that nobody has seemed to come up with,
8 that all the heirs -- Mr. Dewey doesn't own it all. They
9 all own it together.

10 MR. SCOVILLE: Your Honor, she ...

11 A. And the problem that I have with all this is I have been
12 doing this for over three years. I don't see an end to it.

13 SPECIAL REFEREE: Wait just a minute. Wait
14 just a minute.

15 MR. SCOVILLE: This will all be accounted for
16 in the accounting. This is all stuff that he needs to, you
17 know -- it's part of the accounting, stuff you're going to
18 order ...

19 SPECIAL REFEREE: I'm going to look at the
20 accounting.

21 MR. SCOVILLE: All will be cleared up.

22 A. And I don't want to hurt anybody's feelings or
23 anything, but I don't think Mr. Smalls really
24 understood what was going on. I just think when the
25 bills for his daddy's estate -- and there was no money,

1 nobody shows up to the funeral, I think he did the best
2 he could. I don't think he's intentionally tried to steal
3 from anybody. He has receipts here where he's sent
4 Donald, Sandra, wired money ...

5 SPECIAL REFEREE: I'll go through all of it.

6 A. Okay.

7 SPECIAL REFEREE: We don't have to do that
8 today.

9 A. It's just, you know, I just think that he never presented
10 these bills to the estate, because the estate was closed.
11 It has just now been reopened to get this property
12 straight. He hasn't been ...

13 Q. There will be an accounting in the Probate Court,
14 obviously. If there's a pot of money created, and it will
15 all have to be accounted for there, so ...

16 A. I think family's important. I think this family needs to
17 just get together and be fair.

18 SPECIAL REFEREE: Thank you. Thank you
19 for your testimony.

20 MS. CLEARY: Mr. Scoville, do you have any
21 questions?

22 SPECIAL REFEREE: Anything else?

23 MR. SCOVILLE: No, sir.

24 SPECIAL REFEREE: Let's break just a minute
25 and let me talk to both attorneys, and if y'all would go

1 across the hall in one of the waiting rooms, we'll send
2 for you in just a minute.

3 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

4 SPECIAL REFEREE: What says you?

5 MR. SCOVILLE: Well, sir, I just want to -- we
6 discussed in great length the conversations we've had
7 in the sidebar, Your Honor, and my clients are willing
8 to do this: if the Court would give them thirty days in
9 which to list the property ...

10 SPECIAL REFEREE: Okay, she is -- I didn't
11 realize she was on. Go ahead. I'm sorry to interrupt.

12 MR. SCOVILLE: A short-term listing
13 agreement. They have a realtor who we've talked to,
14 who feels confident that he not necessarily can find a
15 buyer, but that within the thirty days, there are several
16 developers comparable to the ones we've talked about
17 here out there, who could be interested. He will -- said
18 he'll start this afternoon. If we can get a contract or a
19 firm commitment letter within thirty days, with a
20 substantial amount of earnest money, at a better net to
21 the estate than what's on the table, it's my
22 understanding that the Court would order that we sell
23 to those people. And then, if within the thirty days, we
24 don't have that, then you would can go ahead and order
25 the property sold to the gentlemen who talked today, at

1 twenty-three thousand an acre. And that way we can ...

2 SPECIAL REFEREE: Mr. DuRant, is that your
3 understanding?

4 MR. DuRANT: And I'll -- yeah, that's fine. I'll
5 memorialize everything in a letter to that effect, Jack,
6 so -- and I'll copy it to the Judge. I'll go ahead and be
7 working on the order. Nothing will be signed until that
8 thirty day period is over.

9 MR. SCOVILLE: And just to make sure, to my
10 understanding, if we do come up with that, it's got to be
11 sold. The Court will order, I guess, that that contract
12 be honored. So we're going to be -- they're going to
13 leave here and go by the realtor's office, and we'll get
14 the ball rolling.

15 SPECIAL REFEREE: Okay. Well, as I told you
16 when I started out, I know that probably doesn't suit
17 everybody, but that's about the best I can see to get
18 everybody down the road, and good luck to you. I
19 hope you can sell it for twice as much. I'm sure they
20 do, too. I mean, it's just about money. Everybody
21 would be delighted. All right. Thank you very much.
22 Appreciate your courtesy and being well prepared.
23 Both lawyers did a great job for you, and thank y'all for
24 coming and participating.

25 (THE HEARING CONCLUDED AT 1:07 P.M.)

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF HORRY) CERTIFICATE

3
4 I, Sarah B. Fry, a Notary Public in and for the
5 State of South Carolina, do hereby certify that the foregoing
6 proceedings were taken by me and thereafter transcribed by
7 me; that the 93 pages contain a full, true, and correct
8 transcription of all the proceedings; that I am not of kin to
9 any parties to this cause of action, nor am I interested in its
10 outcome.

11 IN WITNESS WHEREOF, I have hereunto set my
12 hand and seal this 3rd day of December, 2014.

13
14
15 _____
16 SARAH B. FRY

17 My commission expires 7/15/2020
18
19
20
21
22
23
24
25

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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

PROBATE COURT

IN THE MATTER OF ESTATE OF LEWIS SMALL

CASE NUMBER 1984-ES-26-75-2

CERTIFICATE OF APPOINTMENT

(SUBSEQUENT ADMINISTRATION)

This is to certify that

DEWEY SMALL A/K/A DEWEY L. SMALL

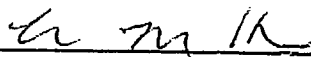
Is the duly qualified

PERSONAL REPRESENTATIVE

In the above matter and that this appointment, having been executed on the 2nd day of October, 2012, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS: None

Executed this 2nd day of October, 2012.



Claudia M. Heaton, Administrative Assistant

Do not accept a copy of this
Certificate of Appointment
Without the raised seal of
the Probate Court

.Form #141PC



STATE OF SOUTH CAROLINA

COUNTY OF: HORRY

IN THE PROBATE COURT

APPLICATION FOR SUBSEQUENT ADMINISTRATION

CASE NUMBER: 1984-ES-26-00075

THE MATTER OF: LEWIS SMALL

*ONLY COMPLETE IF FILING PETITION FOR
FORMAL TESTACY AND/OR APPOINTMENT

Petitioner

vs.

Respondent(s) (if applicable)

☒ INFORMAL

☐ FORMAL

Applicant: Dewey Lee Small

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

Son

2. Date of death of Decedent: May 13, 1983

Additional property in the above estate has been discovered or previously identified estate property has not been completely administered. A description of the property and its approximate value at the date of decedent's death is provided below.

62 Acres Socastee Township, Horry County, State of South Carolina - \$40,000.00

4. Dewey Lee Small, the previously appointed Personal Representative(s), was discharged on September 5, 1989.

5. The name(s) and address(es) of the person(s) applying to be appointed as the Personal Representative(s) to administer the above property is/are:

Dewey Lee Small, 12389 Hwy 707, Murrells Inlet, SC 29576

Priority for this appointment is:

- ☒ named as Primary Personal Representative in will or nominee of Primary Personal Representative
- ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
- ☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse
- ☐ other devisee of decedent (describe): _____ or nominee of said devisee
- ☐ surviving spouse of decedent or nominee of said spouse
- ☒ other heir of decedent (describe): Son
- ☐ creditor (Forty-five days after death must have passed) or nominee of creditor
- ☐ other (describe): _____
- ☐ nominee of any of the above

PROBATE COURT
HORRY COUNTY, SC
2012 SEP 14 PM 2:20
DEBORAH W. LINDSEY
PROBATE JUDGE



QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: Dewey Lee Small

Name: Dewey Lee Small

Address: 12389 Hwy 707
Murrells Inlet, SC 29576

Telephone (O): _____

(H): (843) 251-5367

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

Attorney: _____

Address: _____

Telephone: _____

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief; and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 13 day of
September, 20 12

W. David Du Pont
Notary Public for South Carolina
My Commission Expires: 11-22-2020

Signature: Dewey L. Small
Name: Dewey Lee Small
Address: 12389 Hwy 707
Murrells Inlet, SC 29576
Telephone (O): _____
(H): (843) 251-5367

ORDER FOR SUBSEQUENT ADMINISTRATION

IT IS HEREBY ORDERED that _____ be appointed Personal Representative to administer property not previously administered as indicated in the above application/petition.

Executed this _____ day of _____, 20 _____

Probate Court Judge

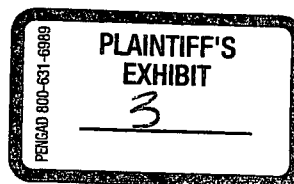
EXHIBIT "3"

EXHIBIT "B"

The real property needs to be sold because Dewey Lee Small was appointed and served as Personal Representative of his father's Estate (1984-ES-26-00075). Under the Will of Lewis Small, there were certain conditions (cross Deeds) which had to be executed by all Heirs in order to inherit under his Estate and those conditions have never been met; therefore, the property has never passed. Further, the Will called for the property to be equally divided. Due to the amount of road frontage, it was then, as it is now, a practical way for the property to be divided to ensure each Heir would get an equal share. As Personal Representative, Dewey Lee Small was also advised that there would be a tremendous tax burden if the property was divided. The Will also says that the property cannot be sold to anyone other than the family members.

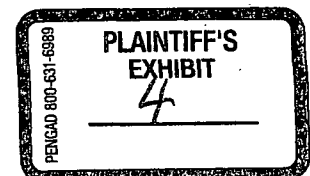
Although, Dewey Lee Small was discharged of his duties as Personal Representative under the Estate, he has had the sole responsibility of the maintenance of the property, such as digging ponds, drainage ditches, as well as dealing with the state and local agencies as to any right of ways, condemnations and environmental issues concerning the subject property. Dewey Lee Small and his brother have also carried the financial burden of taxes and any work required by state and local agencies. Mr. Small is having a problem with homeless people staying on the property and is continuously having to have them removed.

Dewey Lee Small is now 65 years of age and is approaching the age where he is concerned he is not physically or financially able to continue to oversee the property. If Mr. Small dies and the property is not distributed, it could be a very costly process to all Heirs to obtain valid title to the real property. There have been several parties that have expressed an interest in purchasing said real property. Dewey Lee Small has applied to reopen The Estate of Lewis Small and is requesting the relief that is set forth in the Supplemental Petition and Application in Paragraphs No. Eight (8) through Nineteen (19).



SUMMARY OF SALIENT FEATURES

Subject Information	Subject Address	61.5 Acres McDowell Shortcut Rd
	Legal Description	SC 801
	City	Murrells Inlet
	County	Horry
	State	SC
	Zip Code	29568
	Census Tract	0516.04
	Map Reference	194
Sale Data	Sale Price	\$ N/A
	Date of Sale	N/A
Client	Client	David DuRant
	Owner	
Physical Characteristics	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Suburban/Avg
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
Appraiser	Appraiser	Sarah Devers
	Date of Appraised Value	04/09/2013
Opinion	Opinion of Value	\$ 1,500,000



LAND APPRAISAL REPORT

Main File No. 13-131 Page #3

File No. 13-131

Borrower <u>N/A</u>		Census Tract <u>0516.04</u> Map Reference <u>194</u>	
Property Address <u>61.5 Acres McDowell Shortcut Rd</u>			
City <u>Murrells Inlet</u>	County <u>Horry</u>	State <u>SC</u>	Zip Code <u>29568</u>
Legal Description <u>SC 801</u>			
Sale Price \$ <u>N/A</u>	Date of Sale <u>N/A</u>	Loan Term _____ yrs.	Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD
Actual Real Estate Taxes \$ <u>140.78</u> (yr)	Loan charges to be paid by seller \$ <u>N/A</u>		Other sales concessions <u>N/A</u>
Lender/Client <u>David Durant</u>	Address _____		
Occupant <u>Vacant Land</u>	Appraiser <u>Sarah Devers</u>	Instructions to Appraiser market value	

Location ☐ Urban ☒ Suburban ☐ Rural Built Up ☒ Over 75% ☐ 25% to 75% ☐ Under 25% Growth Rate ☐ Fully Dev. ☒ Rapid ☐ Steady ☐ Slow Property Values ☐ Increasing ☒ Stable ☐ Declining Demand/Supply ☐ Shortage ☒ In Balance ☐ Oversupply Marketing Time ☐ Under 3 Mos. ☒ 4-6 Mos. ☐ Over 6 Mos. Present Land Use <u>30% 1 Family</u> <u>% 2-4 Family</u> <u>% Apts.</u> <u>10% Condo</u> <u>10% Commercial</u> <u>% Industrial</u> <u>40% Vacant</u> <u>10% golf course</u> Change in Present Land Use ☐ Not Likely ☒ Likely (*) ☐ Taking Place (*) (*) From <u>vacant land</u> To <u>residential</u> Predominant Occupancy ☒ Owner ☐ Tenant <u>% Vacant</u> Single Family Price Range \$ <u>50,000</u> to \$ <u>300,000</u> Predominant Value \$ <u>150,000</u> Single Family Age <u>new yrs.</u> to <u>30 yrs.</u> Predominant Age <u>15 yrs.</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>Good</td> <td>Avg.</td> <td>Fair</td> <td>Poor</td> </tr> <tr><td>Employment Stability</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Convenience to Employment</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Convenience to Shopping</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Convenience to Schools</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Adequacy of Public Transportation</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Recreational Facilities</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Adequacy of Utilities</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Property Compatibility</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Protection from Detrimental Conditions</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Police and Fire Protection</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>General Appearance of Properties</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> <tr><td>Appeal to Market</td><td>☐</td><td>☒</td><td>☐</td><td>☐</td></tr> </table>		Good	Avg.	Fair	Poor	Employment Stability	☐	☒	☐	☐	Convenience to Employment	☐	☒	☐	☐	Convenience to Shopping	☐	☒	☐	☐	Convenience to Schools	☐	☒	☐	☐	Adequacy of Public Transportation	☐	☒	☐	☐	Recreational Facilities	☐	☒	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	Police and Fire Protection	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐	Appeal to Market	☐	☒	☐	☐
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject tract is located off Bypass 17 on McDowell Shortcut Road, near the south end of the Grand Strand Beaches in Murrells Inlet/Garden City areas of SC. All community services are convenient, & no factor is developed that might affect marketability.

Subject has average market appeal.

Dimensions no survey provided-see county plat maps = 61.5 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification CFA & PUD Present Improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Self subject parcel & develop into residential lots

Elec. ☒ Gas ☐ Water ☒ San. Sewer ☒ ☐ Underground Elec. & Tel.	Public ☒ Access Other (Describe) _____	OFF SITE IMPROVEMENTS Street Access ☒ Public ☐ Private Surface <u>asphalt</u> Maintenance ☒ Public ☐ Private ☐ Storm Sewer ☐ Curb/Gutter ☐ Sidewalk ☐ Street Lights	Topo level <u>basically</u> Size <u>61.5 Acres</u> Shape <u>Irregular</u> View <u>woodlands</u> Drainage <u>average</u>
---	---	--	---

Is the property located in a HUD Identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements or encroachments noted. Land appears to be in Zone X which is not a flood zone. SEE FLOOD MAP. WETLAND SURVEY WAS NOT PROVIDED.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>61.5 Acres McDowell Shortcut Rd Murrells Inlet, SC 29576</u>	<u>TBD Highway 501 Myrtle Beach, SC 29579</u>	<u>32.31 Acres TPC Blvd. Murrells Inlet, SC 29577</u>	<u>11.14 Acres New River Road Murrells Inlet, SC 29576</u>
Proximity to Subject		<u>12.22 miles NE</u>	<u>1.85 miles SW</u>	<u>2.66 miles SW</u>
Sales Price	\$ <u>N/A</u>	\$ <u>1,500,000</u>	\$ <u>1,200,000</u>	\$ <u>250,000</u>
Price per Acre	\$ <u>n/a</u>	\$ <u>25,500</u>	\$ <u>25,044</u>	\$ <u>22,727</u>
Data Source	<u>owner/tax records</u>	<u>MLS 1214734/Ddref 3624/2852</u>	<u>MLS 1219108/Ddref 3646/1817</u>	<u>MLS 1116872/Ddref 1888/235</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>12/06/2012</u>	<u>03/26/2013</u>	<u>04/27/2012</u>
Location	<u>Suburban/Avg</u>	<u>Suburban/Superior</u>	<u>Suburban/Superior</u>	<u>Suburban/Avg</u>
Site/View	<u>61.5 +/- Acres</u>	<u>50.1 Acres</u>	<u>32.31 Acres</u>	<u>11.14 Acres</u>
Zoning	<u>CFA & PUD</u>	<u>Highway Comm.</u>	<u>PUD</u>	<u>MR 10</u>
Physical	<u>Irregular</u>	<u>Rectangular</u>	<u>Irregular</u>	<u>Irregular</u>
Public Utilities	<u>Acc. to Elec/Water</u>	<u>Public water/sewer</u>	<u>Public water/sewer</u>	<u>Acc. to Elec/Water</u>
Tax Parcel	<u>194-00-02-036</u>	<u>162-00-01-046</u>	<u>194-00-01-074</u>	<u>41-0202-026</u>
Sales or Financing Concessions	<u>N/A</u>	<u>Cash Bank Owned</u>	<u>Cash Bank Owned</u>	<u>Cash Possible Sht. Sale</u>
Net Adj. (Total)		<u>+ - \$ -225,000</u>	<u>+ - \$ -398,600</u>	<u>+ - \$ -</u>
Indicated Value of Subject		<u>Net 15.0 % \$ 1,275,000</u>	<u>Net 33.2 % \$ 801,400</u>	<u>Net % \$ 250,000</u>

Comments on Market Data: The subject of this appraisal is 61.5 acres of land on McDowell Shortcut Road. The 3 sales used as comparables were the most similar & most recent found in Horry & Georgetown counties. A market study found a limited number of recent comparable sales in the Murrells Inlet area, therefore it was necessary to expand the search for land sales. SEE ADDENDUM.

Comments and Conditions of Appraisal: The appraisal value is determined by current market data available. All sales are within a 13 miles & are weighted equally to arrive at an opinion of market value.

Final Reconciliation: The sales comparison approach is the only approach developed as buyers & sellers determine market value. All 5 comparables are similar land acreages with few differences, other than site size. SEE ADDENDUM. The 3 closed sales are weighted equally to arrive at an opinion of market value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 04/09 20 13 to be \$ 1,502,076

rounded to \$ 1,500,000

Sarah A. Devers
Appraiser(s)

Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property

(Y2K)

Mike Cocknos Appraisal Service, Inc.

Form LND -- "WinTOTAL" appraisal software by a la mode, Inc. -- 1-800-ALAMODE

LAND APPRAISAL REPORT MARKET DATA ANALYSIS

Main File No. 13-131 Page #4

File No. 13-131

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	61.5 Acres McDowell Shortcut Rd Murrells Inlet, SC 29576	9851 McDowell Shortcut Rd Murrells Inlet, SC 29576	10100 McDowell Shortcut Rd Murrells Inlet, SC 29576	
Proximity to Subject		0.58 miles N	0.43 miles N	
Sales Price	\$	\$ 239,900	\$ 479,000	\$
Price per Acre	\$	\$ 24,559	\$ 27,849	\$
Data Source	owner/tax records	MLS 1205892/PENDING SALE	MLS 1211886/ACTIVE LISTING	
Date of sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	N/A	Listed 04/05/2012	Listed 07/20/2012	
		-11,995	-23,950	
Location	Suburban/Avg	Suburban/Avg	Suburban/Avg	
Site/View	61.5+- Acres	9.28 Acres	16.34 Acres	
Zoning	CFA & PUD	SF 6	CFA	
Physical	Irregular	Irregular	Irregular	
Public Utilities	Acc.to Elec/Water	Public Utilities	Public Utilities	
Tax Parcel	194-00-02-036	190-00-03-056/055	190-00-04-048	
Sales or Financing Concessions	N/A	PENDING SALE	ACTIVE LISTING	
		Bank Owned	Bank Owned	
Net Adj. (Total)		☐ + ☒ - \$ -11,995	☐ + ☒ - \$ -23,950	☐ + ☐ - \$
Indicated Value of Subject		Net 5.0 % \$ 227,905	Net 5.0 % \$ 455,050	Net % \$

Comments: Comparables 4 & 5 are active listings very near the subject acreage. They are much smaller than the subject property. They both have been listed for over 250 days. Both are adjusted 5% of the asking price for the List To Sale ratio, that is typical in this market. No positive adjustments are made for them being smaller acreages since that have been on the market for some time. They are used as support for the opinion of market value.

Supplemental Addendum

File No. 13-131

Client	David DuRant				
Property Address	61.5 Acres McDowell Shortcut Rd				
City	Murrells Inlet	County	Horry	State	SC Zip Code 29568
Owner					

ANALYSIS OF SALES:

A market study found few land acreage sales that are similar in acreage to the subject in the subject direct market area, therefore, it was necessary to search other competing areas in Horry county for similar comparable sales.

Adjustments are made for location & site on Sales 1 & 2. They are superior & are adjusted 10% of the sales price for the location adjustment.

The site adjustments are made due to smaller acreages selling higher per acre. Sales 1 & 2 are each adjusted 25% of the price per acre due to their acreage size accordingly.

Sales 1 & 2 are bank owned properties but were exposed to the market for some time & are considered arms length transaction & reflect the buying market. Sale 3 was a potential short sale.

After making appropriate adjustments, the indicated weight average of Sales 1-3 is \$24,424 per acre, therefore, the indicated value is as follows:

Price per acre \$24,424 @ 61.50 = \$1,502,076

Rounded To \$1,500,000

The Sales Comparison Approach is a process by which the appraiser derives an indication of value by comparing the subject property to similar properties that have been sold in the market, applying appropriate units of comparison, and making adjustments to the sales prices of the comparable sales. The property does not have any infrastructure improvements.

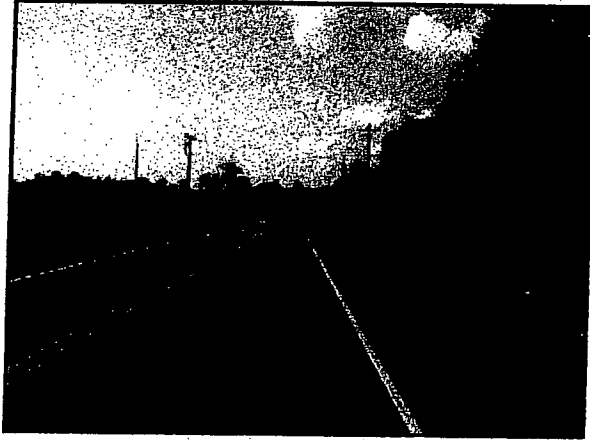
Subject Photo Page

Client	David DuRant				
Property Address	61.5 Acres McDowell Shortcut Rd				
City	Murrells Inlet	County	Horry	State	SC
Zip Code	29568				
Owner					



Subject Front

61.5 Acres McDowell Shortcut Rd
 Sales Price N/A
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Suburban/Avg
 View 61.5+/- Acres
 Site
 Quality
 Age



street



street

Subject Photo Page

Client	David DuRant					
Property Address	61.5 Acres McDowell Shortcut Rd					
City	Murrelle Inlet	County	Horry	State	SC	Zip Code 29568
Owner						

**another Subject Front**

61.5 Acres McDowell Shortcut Rd

Sales Price N/A

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location Suburban/Avg

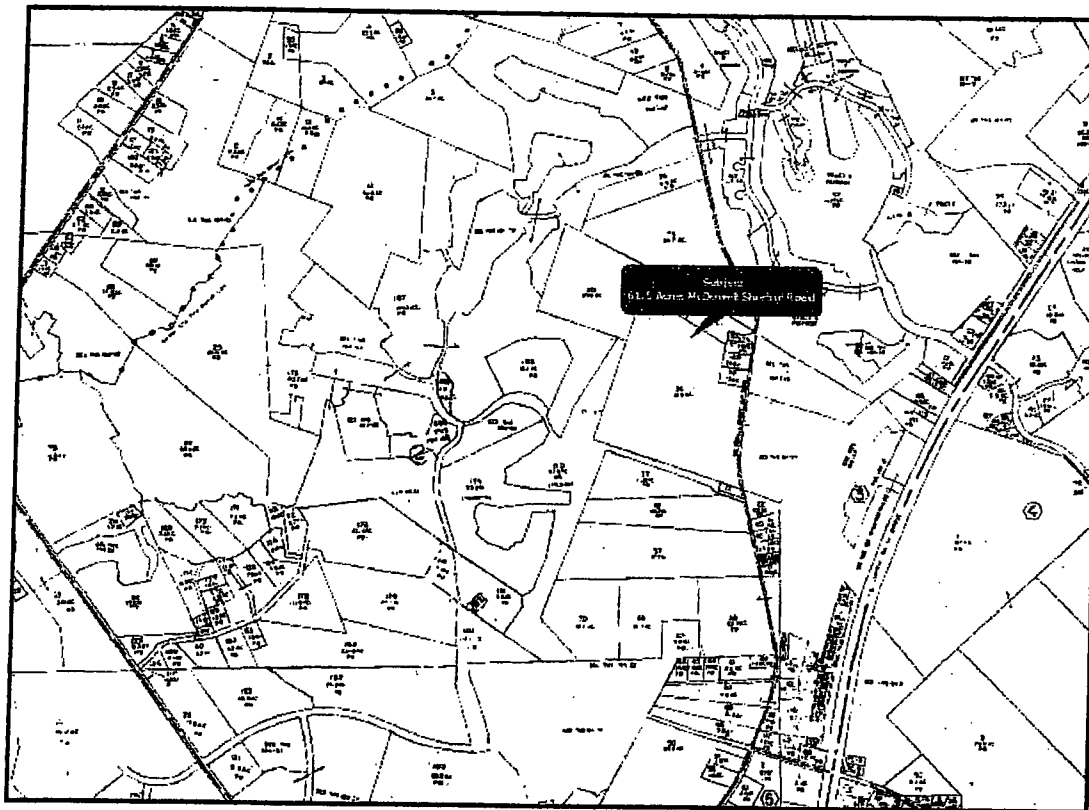
View 61.5+/- Acres

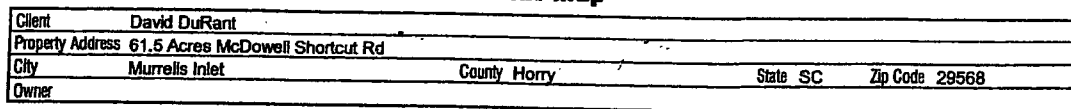
Site

Quality

Age

Client	David DuRant
Property Address	61.5 Acres McDowell Shortcut Rd
City	Murrells Inlet
County	Horry
State	SC
Zip Code	29568
Owner	





Aerial Map

Client	David DuRant				
Property Address	61.5 Acres McDowell Shortcut Rd				
City	Murrells Inlet	County	Horry	State	SC Zip Code 29568
Owner					



Flood Map

Client	David DuRant		
Property Address	61.5 Acres McDowell Shortcut Rd		
City	Murrells Inlet	County	Horry
State	SC	Zip Code	29568
Owner			

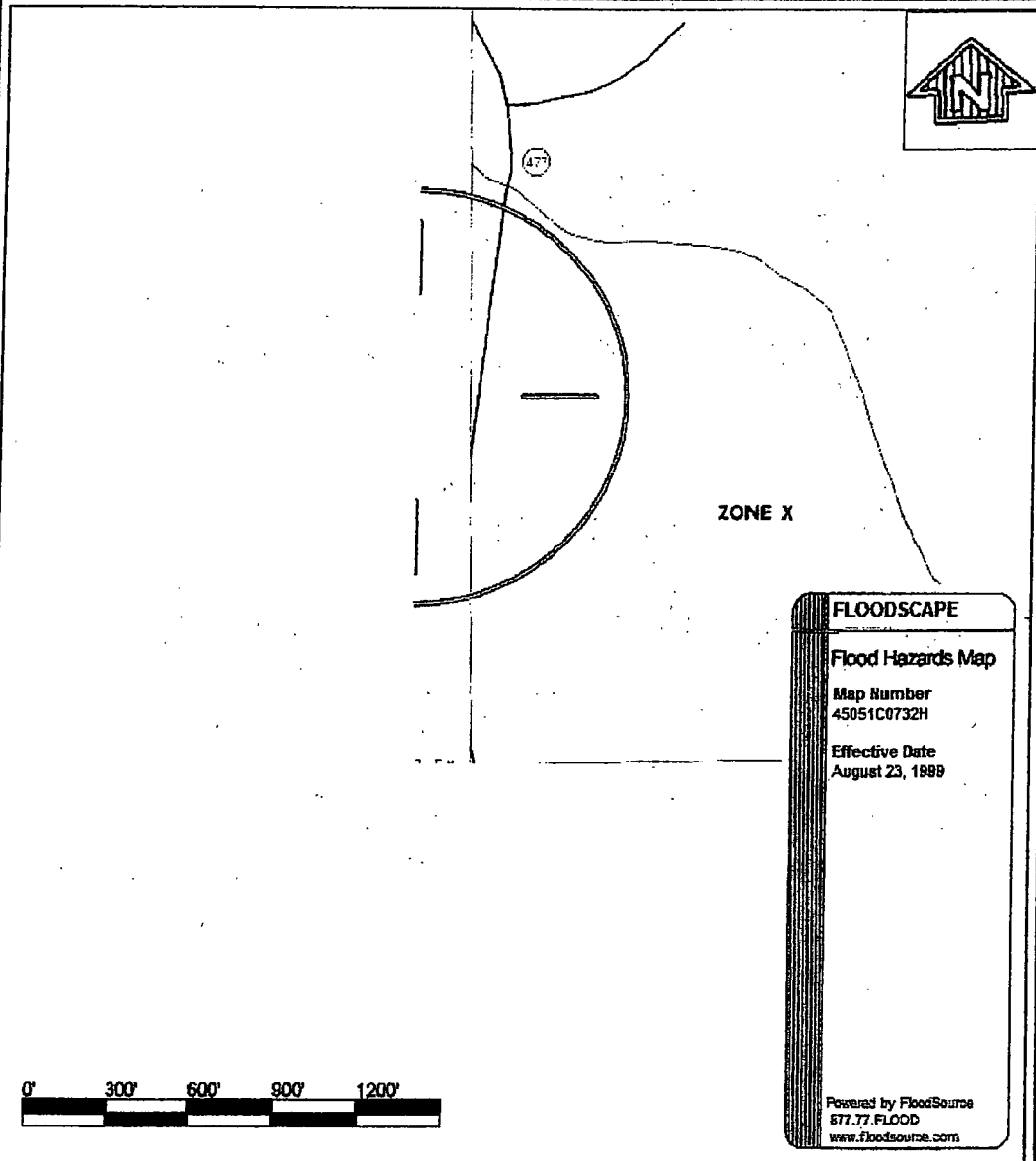
InterFlood

www.interflood.com • 1-800-252-6633

Prepared for:

Mike Cockinos Appraisal Service, Inc.

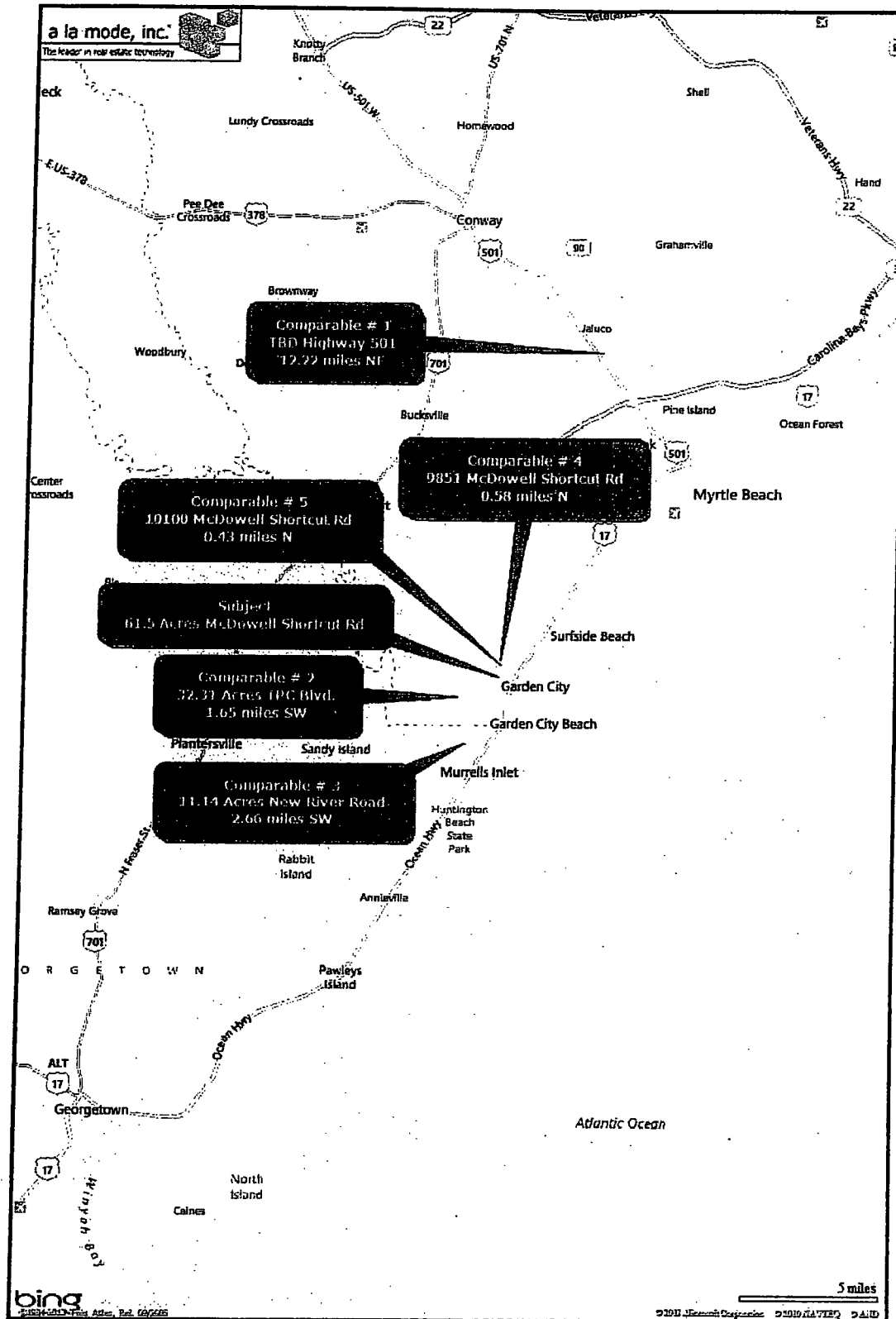
Murrells Inlet, SC 29576



© 1999-2010 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For info: info@floodsource.com.

Location Map

Client	David DuRant					
Property Address	61.5 Acres McDowell Shortcut Rd					
City	Murrells Inlet	County	Horry	State	SC	Zip Code 29568
Owner						



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 61.5 Acres McDowell Shortcut Rd, Murrells Inlet, SC 29568

APPRAISER:

Signature: Sarah A. Devers
 Name: Sarah Devers
 Date Signed: April 13, 2013
 State Certification #: CR4431
 or State License #: _____
 State: SC
 Expiration Date of Certification or License: 06/30/2014

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☒ Did ☐ Did Not Inspect Property

FROM: Mike Cockinos Appraisal Service, Inc P.O.Box 142, 113 S.Nichols Street Nichols, SC 29581 Telephone Number: 843-449-0423 Fax Number: 843-595-1051 NEW #		INVOICE <table border="1" style="width: 100%;"> <tr> <td colspan="2">INVOICE NUMBER</td> </tr> <tr> <td colspan="2" style="text-align: center;">11197sd</td> </tr> <tr> <td colspan="2">DATE</td> </tr> <tr> <td colspan="2" style="text-align: center;">08/18/2011</td> </tr> <tr> <td colspan="2">REFERENCE</td> </tr> <tr> <td>Internal Order #:</td> <td>11197sd</td> </tr> <tr> <td>Lender Case #:</td> <td></td> </tr> <tr> <td>Client File #:</td> <td></td> </tr> <tr> <td>Main File # on form:</td> <td>11197sd</td> </tr> <tr> <td>Other File # on form:</td> <td></td> </tr> <tr> <td>Federal Tax ID:</td> <td>57-0735986</td> </tr> <tr> <td>Employer ID:</td> <td></td> </tr> </table>		INVOICE NUMBER		11197sd		DATE		08/18/2011		REFERENCE		Internal Order #:	11197sd	Lender Case #:		Client File #:		Main File # on form:	11197sd	Other File # on form:		Federal Tax ID:	57-0735986	Employer ID:	
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Federal Tax ID:	57-0735986																										
Employer ID:																											
TO: Patsy Crock Telephone Number: Fax Number: Alternate Number: E-Mail:																											
DESCRIPTION																											
Lender: Individual request Purchaser/Borrower: Individual Property Address: 61.5 Acres McDowell Shortcut Road City: Murrells Inlet County: Horry Legal Description: SC 801		Client: Patsy Crock State: SC Zip: 29568																									
FEES		AMOUNT																									
Land Appraisal		300.00																									
Paid by CC		-300.00																									
SUBTOTAL																											
PAYMENTS		AMOUNT																									
Check #:	Date:	Description:																									
Check #:	Date:	Description:																									
Check #:	Date:	Description:																									
SUBTOTAL																											
TOTAL DUE		\$ 0																									

SUMMARY OF SALIENT FEATURES

PROPERTY IDENTIFICATION	Subject Address	61.5 Acres McDowell Shortcut Road
	Legal Description	SC 801
	City	Murrells Inlet
	County	Horry
	State	SC
	Zip Code	29568
	Census Tract	0516.02
	Map Reference	194
SALE DATA	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Owner	Small, Lewis Est
	Lender/Client	Individual request-Patsy Crocker
PHYSICAL CHARACTERISTICS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
	Baths	
APPRAISER	Appraiser	Sarah Devers
	Date of Appraised Value	August 16, 2011
VALUE	Opinion of Value	\$ 1,968,000 rounded to \$2,000,000

LAND APPRAISAL REPORT

Main File No. 11197sd Page #3

3900336100

File No. 11197sd

Borrower <u>Individual</u>		Census Tract <u>0516.02</u>		Map Reference <u>194</u>	
Property Address <u>61.5 Acres McDowell Shortcut Road</u>					
City <u>Murrells Inlet</u>		County <u>Horry</u>		State <u>SC</u> Zip Code <u>29568</u>	
Legal Description <u>SC 801</u>					
Sale Price \$ <u>N/A</u>		Date of Sale <u>N/A</u>		Loan Term _____ yrs.	
Actual Real Estate Taxes \$ <u>141.67</u> (yr)		Loan charges to be paid by seller \$ <u>N/A</u>		Property Rights Appraised ☒ Fee ☐ Leasehold ☐ De Minimis PUD	
Lender/Client <u>Individual request-Patsy Crocker</u>		Address <u>13006 W.Scotts Dr., El Mirage, AZ 85335-7295</u>			
Occupant <u>Vacant Land</u>		Appraiser <u>Sarah Devers</u>		Instructions to Appraiser <u>market value</u>	

<table border="0"> <tr> <td>Location</td> <td>☐ Urban</td> <td>☒ Suburban</td> <td>☐ Rural</td> </tr> <tr> <td>Built Up</td> <td>☐ Over 75%</td> <td>☒ 25% to 75%</td> <td>☐ Under 25%</td> </tr> <tr> <td>Growth Rate</td> <td>☐ Fully Dev.</td> <td>☒ Rapid</td> <td>☐ Slow</td> </tr> <tr> <td>Property Values</td> <td>☐ Increasing</td> <td>☒ Stable</td> <td>☐ Declining</td> </tr> <tr> <td>Demand/Supply</td> <td>☐ Shortage</td> <td>☐ In Balance</td> <td>☒ Oversupply</td> </tr> <tr> <td>Marketing Time</td> <td>☐ Under 3 Mos.</td> <td>☐ 4-6 Mos.</td> <td>☒ Over 6 Mos.</td> </tr> <tr> <td>Present Land Use</td> <td colspan="3"> ☐ 30% 1 Family ☐ 2-4 Family ☐ Apts. ☐ 10% Condo ☐ 10% Commercial ☐ % Industrial ☐ 40% Vacant ☐ 10% golf course </td> </tr> <tr> <td>Change in Present Land Use</td> <td colspan="3"> ☐ Not Likely ☒ Likely (*) ☐ Taking Place (*) (*) From <u>vacant land</u> To <u>residential</u> </td> </tr> <tr> <td>Predominant Occupancy</td> <td colspan="3">☒ Owner ☐ Tenant ☐ % Vacant</td> </tr> <tr> <td>Single Family Price Range</td> <td colspan="3">\$ <u>50,000</u> to \$ <u>300,000</u> Predominant Value \$ <u>150,000</u></td> </tr> <tr> <td>Single Family Age</td> <td colspan="3">new yrs. to <u>30</u> yrs. Predominant Age <u>15</u> yrs.</td> </tr> </table>	Location	☐ Urban	☒ Suburban	☐ Rural	Built Up	☐ Over 75%	☒ 25% to 75%	☐ Under 25%	Growth Rate	☐ Fully Dev.	☒ Rapid	☐ Slow	Property Values	☐ Increasing	☒ Stable	☐ Declining	Demand/Supply	☐ Shortage	☐ In Balance	☒ Oversupply	Marketing Time	☐ Under 3 Mos.	☐ 4-6 Mos.	☒ Over 6 Mos.	Present Land Use	☐ 30% 1 Family ☐ 2-4 Family ☐ Apts. ☐ 10% Condo ☐ 10% Commercial ☐ % Industrial ☐ 40% Vacant ☐ 10% golf course			Change in Present Land Use	☐ Not Likely ☒ Likely (*) ☐ Taking Place (*) (*) From <u>vacant land</u> To <u>residential</u>			Predominant Occupancy	☒ Owner ☐ Tenant ☐ % Vacant			Single Family Price Range	\$ <u>50,000</u> to \$ <u>300,000</u> Predominant Value \$ <u>150,000</u>			Single Family Age	new yrs. to <u>30</u> yrs. Predominant Age <u>15</u> yrs.			<table border="0"> <tr> <td>Employment Stability</td> <td>☐ Good</td> <td>☒ Avg.</td> <td>☐ Fair</td> <td>☐ Poor</td> </tr> <tr> <td>Convenience to Employment</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Shopping</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Convenience to Schools</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Recreational Facilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Adequacy of Utilities</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Property Compatibility</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Police and Fire Protection</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>General Appearance of Properties</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Appeal to Market</td> <td>☐</td> <td>☒</td> <td>☐</td> <td>☐</td> </tr> </table>	Employment Stability	☐ Good	☒ Avg.	☐ Fair	☐ Poor	Convenience to Employment	☐	☒	☐	☐	Convenience to Shopping	☐	☒	☐	☐	Convenience to Schools	☐	☒	☐	☐	Adequacy of Public Transportation	☐	☒	☐	☐	Recreational Facilities	☐	☒	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	Property Compatibility	☐	☒	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	Police and Fire Protection	☐	☒	☐	☐	General Appearance of Properties	☐	☒	☐	☐	Appeal to Market	☐	☒	☐	☐
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject tract is located off Bypass 17 on McDowell Shortcut Road, near the south end of the Grand Strand Beaches in Murrells Inlet/Garden City areas of SC. All community services are convenient, & no factor is developed that might affect marketability.

Subject has average market appeal.

Dimensions no survey provided-see county plat maps = 61.5 Sq. Ft. or Acres ☐ Corner Lot

Zoning classification CFA & PUD Present Improvements ☒ do ☐ do not conform to zoning regulations

Highest and best use ☐ Present use ☒ Other (specify) Sell subject parcel & develop into residential lots

Public ☒ Other (Describe) _____

Elec. ☒ Access _____

Gas ☐ _____

Water ☒ Access _____

San. Sewer ☒ Access _____

☐ Underground Elec. & Tel. ☐ Sidewalk ☐ Street Lights

OFF SITE IMPROVEMENTS

Street Access ☒ Public ☐ Private

Surface asphalt

Maintenance ☒ Public ☐ Private

☐ Storm Sewer ☐ Curb/Gutter

Size 61.5 Acres

Shape Irregular

View woodlands

Drainage average

Is the property located in a HUD identified Special Flood Hazard Area? ☒ No ☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements or encroachments noted. Land appears to be in Zone X which is not a flood zone. SEE FLOOD MAP. WETLAND SURVEY WAS NOT PROVIDED.

[Y2K]

Main File No. 11197sd Page #4

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	61.5 Acres McDowell Shortcut Road Murrells Inlet, SC 29576	75 Acres Starbluff Road Longs, SC 29568		47.5 Ac. McDowell Short-ACTIVE Murrells Inlet, SC 29576			
Proximity to Subject		24.09 miles NE		0.31 miles NE			
Sales Price	\$ N/A		\$ 572,500		\$ 1,250,000		\$
Price per Acre	\$ n/a		\$ 11,000		\$ 26,315		\$
Data Source	owner/tax records	MLS 916732/Ddbk 3525/3382		MLS 1001580/county records			
Date of sale and	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Time Adjustment	N/A	06/21/2011		Listed 01/22/10			
Location	Suburban/Avg	Suburban/Inferior	+250,000	Suburban/Avg			
Site/View	61.5+/- Acres	75 Acres	+2,750	47.50 Acres	-6,580		
Zoning	CFA & PUD	CFA		CFA			
Physical	Irregular	Irregular		Irregular			
Public Utilities	Acc.to Elec/Water	Acc.to Elec/Water		Acc.to Elec/Water			
Tax Parcel	194-00-02-036	129-00-01-018		194-00-02-073			
Sales or Financing	None known	Conventional		ACTIVE LISTING			
Concessions	N/A	Bank Owned		Orig. asking 3.5 M			
Net Adj. (Total)		☒ + ☐ -	\$ 252,750	☐ + ☒ -	\$ -6,580	☐ + ☐ -	\$
Indicated Value of Subject		Net 44.1 %	\$ 825,250	Net 0.5 %	\$ 1,243,420	Net %	\$
Comments: Sale 4 is a recent sale of land acreage that is over 20 miles away. It is adjusted for location, as it is located in an inferior area than the subject property. It was a bank owned property, however, it was exposed to the market in the multiple listing service & is considered an Arms Length Transaction. Comparable 5 is an active listing of a similar acreage that is adjacent to the subject property. It was listed for \$3,500,000 in January of 2010 & asking price was reduced to \$1,250,000 in March of this year. It has been on the market for over a year. It is used as support for the opinion of market value.							

Supplemental Addendum

File No. 11197sd

Owner	Small, Lewis Est				
Property Address	61.5 Acres McDowell Shortcut Road				
City	Murrells Inlet	County	Horry	State	SC Zip Code 29568
Lender/Client	Individual request-Patsy Crocker				

ANALYSIS OF SALES:

A market study found few land acreage sales in the subject direct market area, therefore, it was necessary to search other competing areas in Horry county for similar comparable sales.

Adjustments are made for location & site. All comparables are adjusted for location. Sales 1 & 2 are superior & are adjusted 10 % of the sales price for this. Sales 3 & 4 are inferior locations & are adjusted accordingly. The site adjustments are made due to smaller acreages selling higher per acre. They are each adjusted 25% of the price per acre due to their acreage size accordingly.

After making appropriate adjustments, the indicated weight average of Sales 1-4 is \$32,000 per acre, therefore, the indicated value is as follows;

Price per acre \$32,000 @ 61.50 = \$1,968,000

Rounded To \$2,000,000

The Sales Comparison Approach is a process by which the appraiser derives an indication of value by comparing the subject property to similar properties that have been sold in the market, applying appropriate units of comparison, and making adjustments to the sales prices of the comparable sales. The property does not have any infrastructure improvements.

Subject Photo Page

Owner	Small, Lewis Est				
Property Address	61.5 Acres McDowell Shortcut Road				
City	Murrells Inlet	County	Horry	State	SC Zip Code 29568
Lender/Client	Individual request-Patsy Crocker				

**Subject Front**

61.5 Acres McDowell Shortcut Road

Sales Price N/A

Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

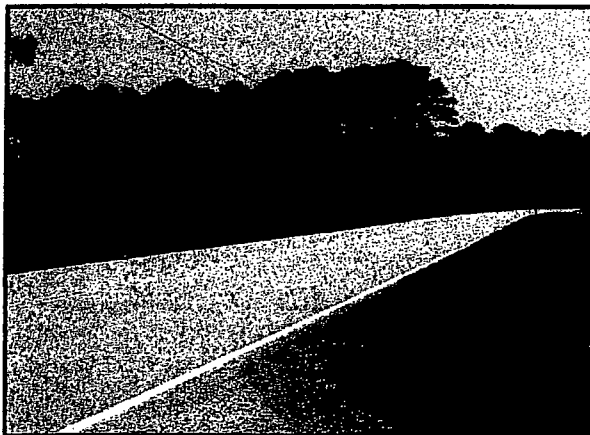
Location Suburban/Avg

View 61.5+/- Acres

Site

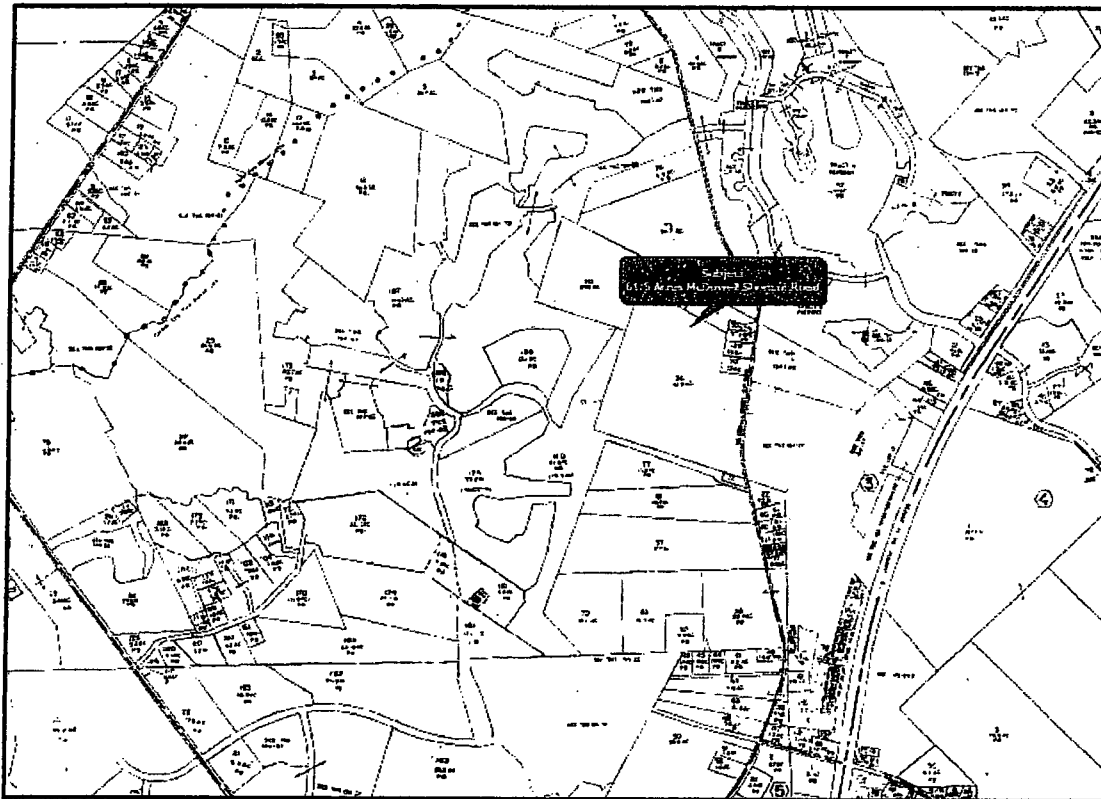
Quality

Age

**street to north****street to south**

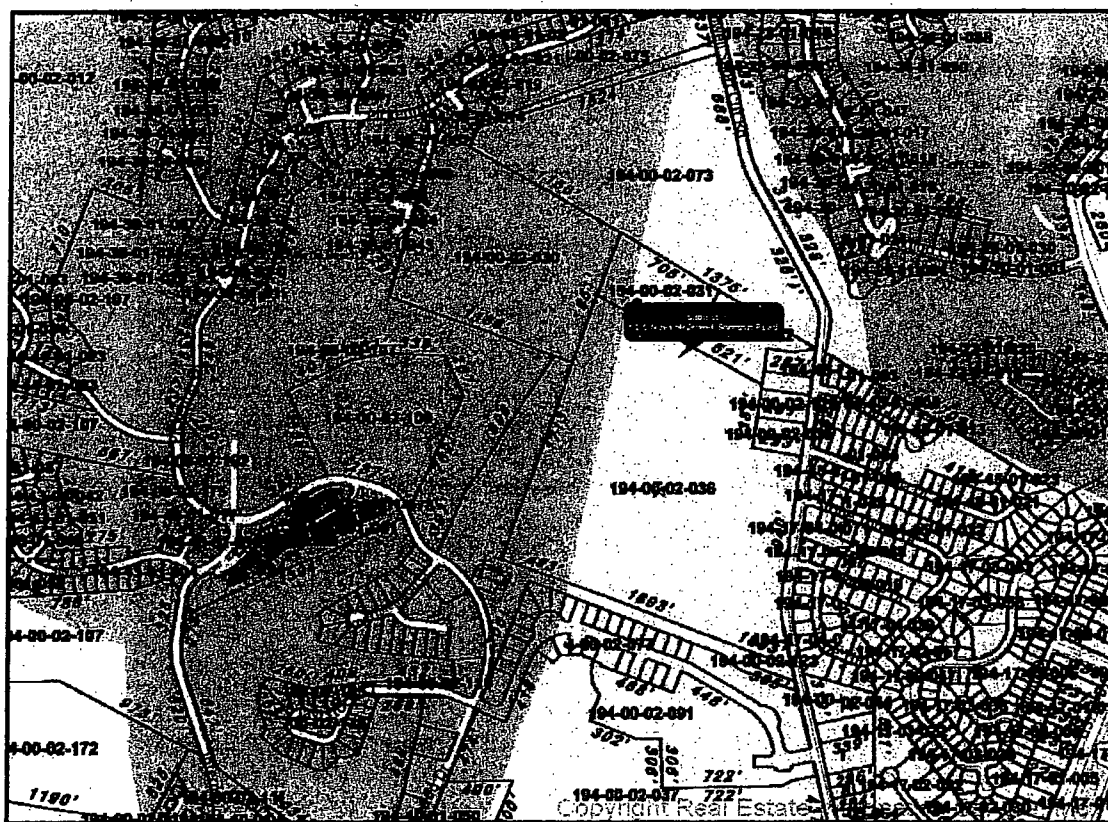
Plat Map

Owner	Small, Lewis Est				
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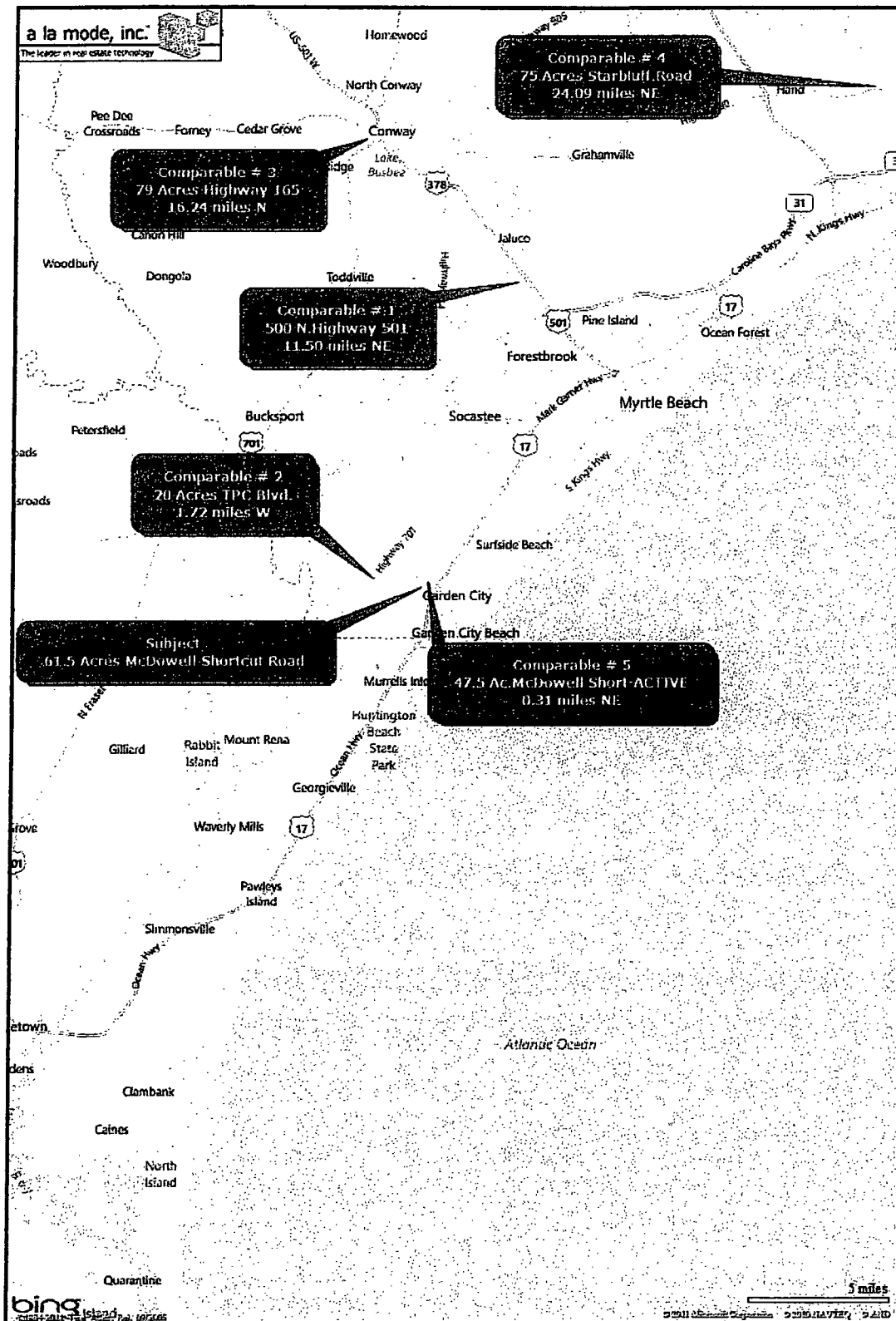
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Location Map

Owner	Small, Lewis Est				
Property Address	61.5 Acres McDowell Shortcut Road				
City	Murrells Inlet	County	Horry	State	SC
				Zip Code	29568
Lender/Client	Individual request-Patsy Crocker				



Flood Map

Owner	Small, Lewis Est				
Property Address	61.5 Acres McDowell Shortcut Road				
City	Murrells Inlet	County	Horry	State	SC Zip Code 29568
Lender/Client	Individual request-Patsy Crocker				

InterFlood

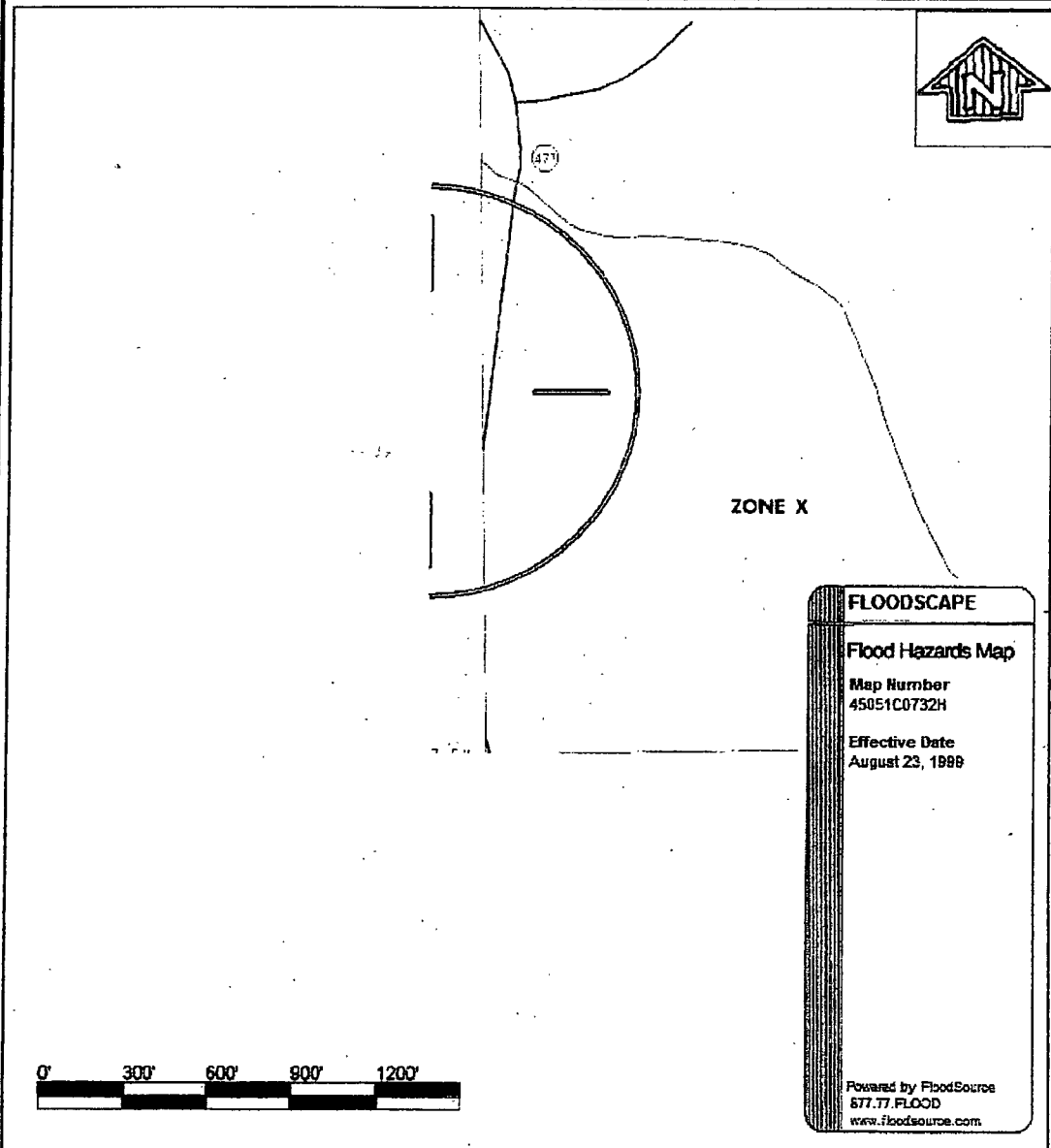
by a la mode

www.interflood.com • 1-800-252-6633

Prepared for:

Mike Cockinos Appraisal Service, Inc.

Murrells Inlet, SC 29576



© 1999-2010 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,637,326 and 6,678,615. Other patents pending. For info: info@floodsource.com.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 61.5 Acres McDowell Shortcut Road, Murrells Inlet, SC 29568

APPRAISER:

Signature: Sarah A. Devers
 Name: Sarah Devers
 Date Signed: August 18, 2011
 State Certification #: CR4431
 or State License #: _____
 State: SC
 Expiration Date of Certification or License: 06/30/2012

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

Heirs of Mattie Small

1. L. Lewis Small – Deceased (March 13, 1983); L. Lewis Small left a will
2. Candy Small, a/k/a, Janava Small, a/k/a, Janava Lonneaux, 3669 Westwood Blvd., 111, Los Angeles, CA 90034
3. Daisey Dean Small, a/k/a, Dean Small, 8008 Magnolia Ave., Apt. # 49, Riverside, CA 92504
4. Danny Small, a/k/a, William F. Small, Address Unknown
5. Dewey Small, a/k/a, Dewey Lee Small, 12389 Hwy. 707, Murrells Inlet, SC 29576
6. Donald Small, 6075 Renata Lane, Myrtle Beach, SC 29588
7. Geneva Small – Deceased (1997, Approximately)
8. Jaqueline White, Beneficiary of Geneva Small, 14825 Cox Creek Ct., Haymarket, VA 20169
9. Jimmy Prince, Jr., Beneficiary of Geneva Small, 9323 Folsom Blvd., Apt. # 143, Sacramento, CA 95826
10. Veretta Norman, Beneficiary of Geneva Small, 6494 Tayack Place, Alexandria, VA 22312
11. Lewis F. Small, Jr., a/k/a, Lewis Small, Jr., 7636 Xavier Ave., California City, CA 93505
12. Lucille Small, Deceased (Unknown)
13. Marcus Johnson, Jr., 1508 Hemmine Way, Myrtle Beach, SC 29577
14. Maxine Johnson, a/k/a, Maxine McQueen, 21 Charles St., Apt. # 5-A, Poughkeepsie, NY 12601
15. Mazie Small, a/k/a, Mazie Odom – Deceased (October, 2010)
16. Kassandra Odom, Beneficiary of Mazie Small, Address Unknown
17. Michelle Odom, Beneficiary of Mazie Small, Address Unknown
18. Mildred S. Jones, a/k/a, Mildred Isadora Small, a/k/a, Mildred Isadora Jones – Deceased (Unknown)
19. Ernestine Bass, Beneficiary of Mildred S. Jones, 2101 Lake Trout, Raleigh, NC 27610
20. Rose Mary Small, Beneficiary of Mildred S. Jones, 21 Charles Street, Apt. # 5-A, Poughkeepsie, NY 12601
21. Patsy Small, a/k/a, Patsy Crock, 13006 W. Scotts Dr., El Mirage, AZ 85335
22. Queenie Small, a/k/a, Queenie B. Arnold, 1212 Red Hollow Dr., North Las Vegas, NV 89031
23. Sandra Small, a/k/a, Sandra Howard, PO Box 3101, Chesapeake, VA 23322
24. Velma Ray Small – Deceased (1980, Approximately)
25. Venetta Olivera, Beneficiary of Velma Ray Small, 21 Charles Street, Apt. # 5-A, Poughkeepsie, NY 12601



Mattie Small died in 1965 intestate as per estate #2-5-31, filed in the Probate Office, Horry County, South Carolina at the time of her death she owned a 100% interest in two tracts of land. The petition in her estate shows 14 heirs when in fact there were two children which were not on the petition she had from a previous marriage; therefore at the time of her death her heirs

Were the following:

L. Lewis Small a/k/a Lewis Small	33.33
a/k/a Louis Small a/k/a Louis B. Small	
a/k/a Buddy Small	
Mazie Diane Small a/k/a Mazie D. Odom	4.44
Dewey Small a/k/a Dewey Lee Small	4.44
Queenie Small a/k/a Queenie B. Arnold	
a/k/a Qunnie Arnold	4.44
Mildred S. Jones a/k/a Mildred Small Jones,	4.44
a/k/a Mildred Isadora Small Jones a/k/a Isadore	
Small a/k/a Isadoria Ortega	
Geneva K. Small	4.44
Lewis Filton Small, Jr. a/k/a Pete	4.44
Patsy Ann Small a/k/a Patsy Small Crock	
a/k/a Patsy Ann Small Pierick Crock	
a/k/a Patsy Pierick	4.44
Donald Lee Small	4.44
William Franklin Small a/k/a Danny Small	4.44
Janava Small a/k/a Janava Small Lonneaux a/k/a	4.44
Candy Small	
Velma Ray Small	4.44
Daisy Dean Small a/k/a Dean Small	4.44
Sandra Small a/k/a Sandra Howard	4.44

Marcus Johnson, Jr.	4.44
Maxine Johnson a/k/a Maxine McQueen	
a/k/a Maxcine Johnson	<u>4.44</u>
	100.00

Whereas on or about 1980 Velma Ray Small died in 1980 Leaving her sole surviving heir at law Venetta Olivera.

Whereas on March 14,1997 Geneva Small a/k/a Geneva Katherine Prince died leaving as her sole surviving heirs Jacqueline L. White, Jimmy Prince, Jr. and Veretta Norman.

Whereas Mildred S. Jones a/k/a Mildred Small Jones, a/k/a Mildred Isadora Small Jones a/k/a Isadore Small a/k/a Isadora Ortega died between 2006 and 2009, her sole surviving heirs were Ernestine Bass and Rose Mary Small.

Whereas Mazie Diane Small a/k/a Mazie Diane Odom died on or about October 2010 leaving as her sole surviving heirs at law Cassandra D. Odom and Michele Odom

Whereas Louis B. Small died on May 13, 1983 leaving a will as shown in Estate File 84-ES-75 Probate Records of Horry County, South Carolina. Louis Small died possessing a 1/3 interest in the estate lands of Mattie Small and a 60 acre tract, per the will of Louis Small there were certain cross deeds which had to be executed in order to inherit under the estate of Louis Small.

Whereas Dewey Small was appointed as personal representative under the estate of Louis Small, whereas under the will of Louis Small the 60 ac tract was not to be sold to anyone other than a family member and to be subdivided into equal shares as soon as possible, it was determined it could not be

subdivided into equal shares and due to the tax burden of splitting the tract and the cross deeds were never executed the property has never passed and was never distributed under the estate.

Whereas, the estate of Louis Small was closed and Dewey Small was no longer acting as personal representative of the estate, he has still acted as guardianship of the property as to dealing with drainage issues, environmental issues, right of ways required by State and Local entities, as well as along with his brother Lewis carried the entire financial burden of paying taxes on the property under both estates with no help from any of the other heirs.

LEWIS D. SMALL HEIRS

HEIR	60 +/- ACRES (LEWIS)	10 +/- ACRES (MATTIE) 1/3 INTERST	15 +/- ACRES (MATTIE) 1/3 INTERST	3 +/- ACRES (MATTIE) 1/3 INTERST	2 1/2 +/- ACRES (LEWIS)	MUST SIGN OR DISINHERTITED
Daisy Dean Small a/k/a Dean Small	1/12		1/15 OF 1/3	1/5 OF 1/3		
Dewey Lee Small	1/12	ALL 1/3 IN 5 +/- ACRES	1/15 OF 1/3		1/4	X
Donald Lee Small	1/12	1/3 OF 1/3 IN 5 +/- ACRES	1/15 OF 1/3		1/4	X
Geneva Small a/k/a Geneva Katherine Prince			1/15 OF 1/3			X
Janava Small a/k/a Janava Small Lonneaux a/k/a Candy Small	1/12		1/15 OF 1/3			X
Lewis Filton Small, Jr. a/k/a Pete Small	1/12	1/3 OF 1/3 IN 5 +/- ACRES	1/15 OF 1/3		1/4	X
Marcus Johnson, Jr. Maxine Johnson			1/15 OF 1/3			
a/k/a Maxine McQueen a/k/a Maxcine Johnson			1/15 OF 1/3	1/5 OF 1/3		X
Mazie Diane Small a/k/a Mazie D. Odom	1/12		1/15 OF 1/3	1/5 OF 1/3		X
Mildred S. Jones a/k/a Mildred Small Jones a/k/a Mildred Isadora Small Jones a/k/a Isadore Small a/k/a Isadora Ortega	1/12		1/15 OF 1/3			X
Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy Pierick	1/12		1/15 OF 1/3			X
Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold	1/12		1/15 OF 1/3	1/5 OF 1/3		X
Sandra Small a/k/a Sandra Howard	1/12		1/15 OF 1/3	1/5 OF 1/3		X
Velma Ray Small	1/12		1/15 OF 1/3			X
William Franklin Small a/k/a Danny Small	1/12	1/3 OF 1/3 IN 5 +/- ACRES	1/15 OF 1/3		1/4	X



**Estate of Lewis Small
1984-ES-26-75
DOD- May 13, 1983**

60 +/- acres- Lewis Small

Maxcine Johnson	1/14
Isadore Small	1/14
Mazie Diane Small	1/14
Queenie B. Small	1/14
Lewis Small, Jr.	1/14
William Small	1/14
Patsy Small	1/14
Donald L. Small	1/14
Janava Small	1/14
Daisy Dean Small	1/14
Sandra Small	1/14
Dewey Small	1/14
Geneva Small	1/14
Velma Small	1/14

10 +/- acres- Mattie Small

5 +/- acres

Dewey Small	42/45
Marcus Johnson	3/45

5 +/- acres

Donald L. Small	14/45
William Small	14/45
Lewis Small, Jr.	14/45
Marcus Johnson	3/45

15 +/- acres- Mattie Small

Maxcine Johnson	1/14
Isadore Small	1/14
Mazie Diane Small	1/14
Queenie B. Small	1/14
Lewis Small, Jr.	1/14
William Small	1/14
Patsy Small	1/14
Donald L. Small	1/14
Janava Small	1/14
Daisy Dean Small	DEAD
Sandra Small	1/14
Dewey Small	1/14
Geneva Small	1/14
Velma Small	1/14
Marcus Johnson	1/14

3 +/- acres- Mattie Small

Maxcine Johnson	7/45
Mazie Diane Small	7/45
Queenie B. Small	7/45
Daisy Dean Small	7/45
Sandra Small	7/45
Geneva Small	7/45
Marcus Johnson	3/45

2 1/2 +/- acres- Lewis Small

Lewis Small, Jr.	1/4
William Small	1/4
Donald L. Small	1/4
Dewey Small	1/4

Heirs of 60 ac tract per will:

1. Mazie Diane Small a/k/a Mazie D. Odom- Deceased

Heirs of Mazie are Cassandra D. Odom and Michele Odom

2. Dewey Small a/k/a Dewey Lee Small
3. Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold
4. Mildred S. Jones a/k/a Mildred Small Jones, a/k/a Mildred Isadora Small Jones
a/k/a Isadore Small a/k/a Isadora Ortega- Deceased

Heirs of Mildred are Ernestine Bass and Rose Mary Small

5. Lewis Filton Small, Jr. a/k/a Pete
6. Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a
Patsy Pierick
7. Donald Lee Small
8. William Franklin Small a/k/a Danny Small
9. Janava Small a/k/a Janava Small Londeaux a/k/a Candy Small
10. Velma Ray Small- Deceased

Heirs of Velma are Venetta Olivera

11. Daisy Dean Small a/k/a Dean Small- Deceased

Heirs of Daisy are all of her Siblings

12. Sandra Small a/k/a Sandra Howard



HEIRS

1. Mazie Diane Small a/k/a Mazie D. Odom- Deceased

Heirs of Mazie are Cassandra D. Odom and Michele Odom

2. Dewey Small a/k/a Dewey Lee Small
3. Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold
4. Mildred S. Jones a/k/a Mildred Small Jones, a/k/a Mildred Isadora Small Jones
a/k/a Isadore Small a/k/a Isadora Ortega- Deceased

Heirs of Mildred are Ernestine Bass and Rose Mary Small

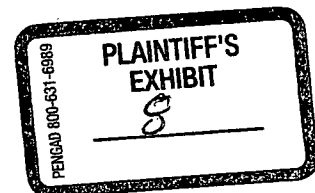
5. Lewis Filton Small, Jr. a/k/a Pete
6. Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a
Patsy Pierick
7. Donald Lee Small
8. William Franklin Small a/k/a Danny Small
9. Janava Small a/k/a Janava Small Lonneaux a/k/a Candy Small
10. Velma Ray Small- Deceased

Heirs of Velma are Venetta Olivera

11. Daisy Dean Small a/k/a Dean Small
12. Sandra Small a/k/a Sandra Howard
13. Geneva Small a/k/a Geneva Katherine Prince- Deceased

Heirs of Geneva are Jacqueline L. White, Jimmy Prince, Jr. and Veretta Norman

14. Marcus Johnson, Jr.
15. Maxine Johnson a/k/a Maxine McQueen a/k/a Maxcine Johnson



COUNTY OF HORRY

COPY

IN THE COURT OF COMMON PLEAS

DEWEY LEE SMALL,

PLAINTIFF(S)

CIVIL ACTION COVERSHEET

2012- CP - 26 - _____

VS.

MAXINE JOHNSON, ET AL.

DEFENDANT(S)

(Please Print)

Submitted By: N. David DuRant, Esquire

Address: Post Office Box 14722

Surfside Beach, SC 29587

SC Bar #: 1803

Telephone #: (843) 650-7800

Fax #: (843) 650-8090

Other:

E-mail: officesofdaviddurant@sc.rr.com

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.

X NON-JURY TRIAL demanded in complaint.

☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

X This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

Contracts

☐ Constructions (100)☐ Debt Collection (110)☐ Employment (120)☐ General (130)☐ Breach of Contract (140)☐ Other (199)

Torts - Professional Malpractice

☐ Dental Malpractice (200)☐ Legal Malpractice (210)☐ Medical Malpractice (220)☐ Notice/ File Med Mal (230)☐ Other (299)

Torts - Personal Injury

☐ Assault/Slander/Libel (300)☐ Conversion (310)☐ Motor Vehicle Accident (320)☐ Premises Liability (330)☐ Products Liability (340)☐ Personal Injury (350)☐ Wrongful Death (360)☐ Other (399)

Real Property

☐ Claim & Delivery (400)☐ Condemnation (410)☐ Foreclosure (420)☐ Mechanic's Lien (430)

X Partition (440)

☐ Possession (450)☐ Building Code Violation (460)

X Other (499)

Quiet Title

Inmate Petitions

☐ PCR (500)☐ Sexual Predator (510)☐ Mandamus (520)☐ Habeas Corpus (530)☐ Other (599)

Judgments/Settlements

☐ Death Settlement (700)☐ Foreign Judgment (710)☐ Magistrate's Judgment (720)☐ Minor Settlement (730)☐ Transcript Judgment (740)☐ Lis Pendens (750)☐ Other (799)

Administrative Law/Relief

☐ Reinstate Driver's License (800)☐ Judicial Review (810)☐ Relief (820)☐ Permanent Injunction (830)☐ Forfeiture (840)☐ Other (899)

Appeals

☐ Arbitration (900)☐ Magistrate-Civil (910)☐ Magistrate-Criminal (920)☐ Municipal (930)☐ Probate Court (940)☐ SCDOT (950)☐ Worker's Comp (960)☐ Zoning Board (970)☐ Administrative Law Judge (980)☐ Public Service Commission (990)☐ Employment Security Comm (991)☐ Other (999)

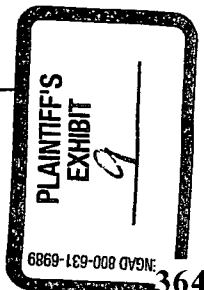
Special/Complex /Other

☐ Environmental (600)☐ Automobile Arb. (610)☐ Medical (620)☐ Other (699)☐ Pharmaceuticals (630)☐ Unfair Trade Practices (640)☐ Out-of State Depositions (650)

Submitting Party Signature: _____

Date: December 17, 2012

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.



364

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTEENTH JUDICIAL CIRCUIT
 COUNTY OF HORRY) CASE NO.: 2012-CP-26-

Dewey Lee Small,
 Plaintiff,

vs.

Maxine Johnson a/k/a Maxine McQueen a/k/a Maxcine)
 Johnson, Ernestine Small Bass, Rose Small a/k/a)
 Rosemary Mary McQueen, Kassandra D. Odom a/k/a)
 Kassandra D. Shea, Michelle D. Odom a/k/a Michelle D.)
 DeLa Corte, Queenie Small a/k/a Queenie B. Arnold a/k/a)
 Qunnie Arnold, Lewis Filton Small, Jr. a/k/a Pete Small,)
 William Franklin Small a/k/a Danny Small, Patsy Ann)
 Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small)
 Pierick Crock a/k/a Patsy Pierick, Donald Lee Small,)
 Janava Small a/k/a Janava Small Lonneux a/k/a Candy)
 Small, Daisy Dean Small a/k/a Dean Small, Sandra)
 Small a/k/a Sandra Howard, Jacqueline L. White, Jimmy)
 Prince, Jr., Veretta Norman, Venata Small Olivera)
 Marcus Johnson, Jr., Dewey Jerome Johnson, John)
 Doe and Jane Doe, Representatives of any unknown)
 Heirs,)

IN RE: THE ESTATE OF LEWIS SMALL

DEFENDANTS,

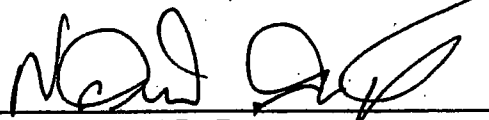
SUMMONS
 QUIET TITLE ACTION
 AND
 PARTITION ACTION FOR
 SALE OF REAL PROPERTY

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers, Law Offices of N. David DuRant and Associates, P.A., at their offices, 1801 Glenns Bay Road, Post Office Box 14722, Surfside Beach, South Carolina 29587, within thirty (30) days after the service hereof, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default against you for the relief demanded in the Complaint.

LAW OFFICES OF N. DAVID DuRANT
 AND ASSOCIATES, P.A.

BY



N. David DuRant
 Attorneys for the Plaintiff

December 17, 2012

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-26-

Dewey Lee Small,)
Plaintiff,)
vs.)

COMPLAINT
QUIET TITLE ACTION
AND
PARTITION ACTION
FOR SALE OF REAL
PROPERTY

Maxine Johnson a/k/a Maxine McQueen a/k/a)
Maxcine Johnson, Ernestine Small Bass, Rose)
Small a/k/a Rosemary Mary McQueen,)
Kassandra D. Odom a/k/a Kassandra D. Shea,)
Michelle D. Odom a/k/a Michelle D. DeLa Corte,)
Queenie Small a/k/a Queenie B. Arnold a/k/a)
Qunnie Arnold, Lewis Filton Small, Jr. a/k/a)
Pete Small, William Franklin Small a/k/a Danny)
Small, Patsy Ann Small a/k/a Patsy Small Crock)
a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy)
Pierick, Donald Lee Small, Janava Small a/k/a)
Janava Small Lonneux a/k/a Candy Small, Daisy)
Dean Small a/k/a Dean Small, Sandra Small)
a/k/a Sandra Howard, Jacqueline L. White, Jimmy)
Prince, Jr., Veretta Norman, Venata Small Olivera)
Marcus Johnson, Jr., Dewey Jerome Johnson,)
John Doe and Jane Doe, Representatives of any)
unknown Heirs,)

IN RE: THE ESTATE OF LEWIS SMALL)

DEFENDANTS,)

TO THE DEFENDANTS ABOVE NAMED:

1. The Plaintiff listed above is an heir of Lewis Small A/K/A Louis L. Small as well as the Personal Representative of the Estate of Lewis Small a/k/a Louis L. Small.
2. That Lewis Small a/k/a Louis L. Small acquired the following described real property:

ALL AND SINGULAR, that certain piece, parcel, lot or tract of land situate, lying and being in Socastee Township, County of Horry and State of South Carolina, and containing Sixty acres (60) more or less and bounded and described as follows: Beginning at a station in the West margin of the McDowell Short Cut Road and running N. 67 28' W. 1918 Feet to corner; thence N. 22 30' S. 1813 feet to corner; thence S. 56 52' E. to Louisa Johnsons line which was formerly a part of this tract; thence following Louisa Johnson and a 1.90 acre tract of Exekil Johnson, a southerly direction to Road

thence said Road to beginning corner. This tract which is to be conveyed is represented upon a map made of Johnson and Roberts, CEs, showing 62.9 acres more or less on tract adjoining Louisa Johnson to be sold to Exekil Johnson. This being the identical property sold to Lewis Small in Deed Book 53 at Page 218, records of Horry County, South Carolina, TMS #194-00-02-036.

3. This property was acquired by Louis L. Small a/k/a Lewis Small on February 16, 1948. The Deed was recorded in Deed Book 53 at Page 218, a copy of said Deed is attached hereto and marked Exhibit "A" and made a part of this Complaint.

4. On November 1, 1965, Lewis Small a/k/a Louis L. Small's wife Mattie Small died intestate; therefore, Lewis Small a/k/a Louis L. Small acquired two thirds (2/3) of the following properties at the time of his wife's death:

- a. That certain Fourteen (14) acres more or less in Socastee Township bounded by lands of Emma Saxby "et al" and being a part of the Toby Small Estate. This being the identical property sold to Mattie Small and recorded in Deed Book 300 at Page 316, records of Horry County, South Carolina, and attached hereto and marked Exhibit "B" and made a part of this Complaint;
- b. That certain three (3) acres more or less located in Socastee Township and bounded on the North by Bethel Church property, South by lands of Quinby Knox, Jr., East by Van Turberville land and west by William Oliver lands. This being the identical property sold to Mattie Small and recorded in Deed Book 300 at Page 319, records of Horry County, South Carolina, and attached hereto and marked Exhibit "C" and made a part of this Complaint;
- c. All and singular that certain piece, parcel or tract of land situate and lying and being in Socastee Township, County and State aforesaid and containing ten (10) acres more or less and bounded as follows: Beginning at a pipe corner in Collins Creek and Murrells Inlet Road between Cuimby Knox Home and Bethel Church, and running thence in a Easterly direction a line perpendicular to the said Road to the Van Turberville line; thence with the Van Turberville line in a Southerly direction to Richard Knox line; thence Richard Knox line in a Westerly

direction to Collins Creek and Murrells Inlet Road; thence with the Murrells Inlet Road in a Northerly direction to the beginning corner. This being the identical property sold to Mattie Small and recorded in Deed Book 281 at Page 552, records of Horry County, South Carolina and attached hereto and marked Exhibit "D" and made a part of this Complaint.

5. On May 13, 1983, Lewis Small died leaving fourteen (14) living children. Lewis Small a/k/a Louis L. Small was predeceased by his wife and his daughter, Velma Ray Small who had one child. The fourteen (14) children that were living at the time of Lewis Small's a/k/a Louis L. Small death were as follows:

- a. Maxine Johnson a/k/a Maxcine Johnson a/k/a Maxine McQueen;
- b. Mildred S. Jones a/k/a Mildred Small Jones a/k/a Mildred Isadora Small Jones a/k/a Isadore Small a/k/a Isadoria Ortega;
- c. Mazie Diane Small a/k/a Mazie D. Odom;
- d. Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold;
- e. Lewis Filton Small, Jr. a/k/a Pete Small;
- f. William Franklin Small a/k/a Danny Small;
- g. Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy Pierick;
- h. Donald Lee Small;
- i. Janava Small a/k/a Janava Small Lonneux a/k/a Candy Small;
- j. Daisy Dean Small a/k/a Dean Small;
- k. Sandra Small a/k/a Sandra Howard;
- l. Dewey Small a/k/a Dewey Lee Small;
- m. Geneva Small a/k/a Geneva Katherine Prince;
- n. Marcus Johnson, Jr.

6. That in accordance with the Last Will and Testament of Lewis Small a/k/a Louis L. Small dated May 21, 1979 (attached hereto and marked as Exhibit "E"), Marcus Johnson, Jr. will not be receiving any interest in the above described sixty (60) acres.

7. That in accordance with the Last Will and Testament of Lewis Small a/k/a Louis L. Small dated May 21, 1979, the approximately sixty (60) acres of property which is the subject of this action is to be divided equally between Lewis Small's a/k/a Louis L. Small fourteen (14) children.

8. The above represents the fourteen (14) legal heirs to the estate of Lewis Small at the time of his death in May 13, 1983. Of those fourteen (14) heirs, the following are presently deceased:

a. Mildred S. Jones a/k/a Mildred Isadora Small Jones a/k/a Isadore Small a/k/a Isadora Ortega died August 24, 2006;

b. Mazie Diane Small a/k/a Mazie D. Odom died October 31, 2010;

c. Geneva Small a/k/a Geneva Katherine Prince died March 14, 1997;

d. Velma Ray Small died January 13, 1980, prior to Lewis Small a/k/a Louis L. Small.

9. Mildred S. Jones a/k/a Mildred Isadora Small Jones a/k/a Isadore Small a/k/a Isadora Ortega, as stated herein above, died on August 24, 2006. She was divorced at the time she died but had two (2) children.

a. The living children at the present time are:

1. Ernestine Small Bass;

2. Rose Mary Small a/k/a Rosemary Mary McQueen.

10. Mazie Diane Small a/k/a Mazie D. Odom, as stated herein above, died on October 31, 2010. She was divorced at the time of her death, and had two (2) children.

a. The living children at the present time are:

1. Kasandra D. Odom a/k/a Kasandra D. Shea;

2. Michelle D. Odom a/k/a Michelle D. DeLa Corte;

11. Geneva Small a/k/a Geneva Katherine Prince, as stated herein above, died on March 14, 1997. She was divorced at the time of her death, and had four (4) children.

a. The living children at the present time are:

1. Jacqueline Lenise White;
2. Veretta Lynn Norman;
3. Jimmy J. Prince, Jr.;
4. Dewey Jerome Johnson.

12. Velma Ray Small was never married when she died January 13, 1980. She had one child at the time of her death.

a. The living child at the present time is:

1. Venata Small Oliverro.

These are the living heirs of Lewis Small a/k/a Louis L. Small.

13. Jane Doe and John Doe represent any unknown heirs of the estate of Lewis Small who are unknown and who may make a claim to the afore described real property.

FOR A FIRST CAUSE OF ACTION
(QUIET TITLE)

14. Plaintiff repeats each and every allegation contained herein as if fully set forth verbatim.

15. That the below described real property is located in Horry County, South Carolina, and is described as follows:

ALL AND SINGULAR, that certain piece, parcel, lot or tract of land situate, lying and being in Socastee Township, County of Horry and State of South Carolina, and containing Sixty acres (60) more or less and bounded and described as follows: Beginning at a station in the West margin of the McDowell Short Cut Road and running N. 67 28' W. 1918 Feet to corner; thence N. 22 30' S. 1813 feet to corner; thence S. 56 52' E. to Louisa Johnsons line which was formerly a part of this tract; thence following Louisa Johnson and a 1.90 acre tract of Exekil Johnson, a southerly direction to Road thence said Road to beginning corner. This tract which is to be conveyed is represented upon a map made of Johnson and Roberts, CEs, showing 62.9 acres more or less on tract adjoining Louisa Johnson to be sold to Exekil Johnson. This being the identical property sold to Lewis Small in Deed Book 53 at Page 218, records of Horry County, South Carolina, Tax Map Number 194-00-02-036

AND

That certain Fifteen (15) acres more or less in Socastee Township bounded by lands of Emma Saxby "et al" and being a part of the Toby Small Estate. This being the identical property sold to Mattie Small and recorded in Deed Book 300 at Page 316, records of Horry County, South Carolina.

AND

That certain three (3) acres more or less located in Socastee Township and bounded on the North by Bethel Church property, South by lands of Quinby Knox, Jr., East by Van Turberville land and west by William Oliver lands. This being the identical property sold to Mattie Small and recorded in Deed Book 300 at Page 319, records of Horry County, South Carolina.

AND

All and singular that certain piece, parcel or tract of land situate and lying and being in Socastee Township, County and State aforesaid and containing ten (10) acres more or less and bounded as follows: Beginning at a pipe corner in Collins Creek and Murrells Inlet Road between Cuimby Knox Home and Bethel Church, and running thence in a Easterly direction a line perpendicular to the said Road to the Van Turberville line; thence with the Van Turberville line in a Southerly direction to Richard Knox line; thence Richard Knox line in a Westerly direction to Collins Creek and Murrells Inlet Road; thence with the Murrells Inlet Road in a Northerly direction to the beginning corner. This being the identical property sold to Mattie Small and recorded in Deed Book 281 at Page 552, records of Horry County, South Carolina and attached hereto and marked Exhibit "D" and made a part of this Complaint.

16. That the afore stated list of heirs are all of the known heirs of Lewis Small a/k/a Louis L. Small who died on May13, 1983.

17. That the fourteen (14) living children at the time of his death and the afore stated heirs of the deceased children presently represent all of the known living heirs of Lewis Small.

18. That Jane Doe and John Doe represent any unknown heirs of the deceased, Lewis Small a/k/a Louis L. Small.

19. That Lewis Small a/k/a Louis L. Small died in possession of the afore described real property.

20. That the Plaintiff seeks an Order of the Court quieting the title to the approximately eighty eight (88) acres described herein and awarding the title to the known heirs as stated herein in this Complaint.

FOR A SECOND CAUSE OF ACTION
(PARTITION ACTION FOR SALE OF PROPERTY)

21. Plaintiff repeats each and every allegation contained herein as if fully set forth verbatim.

22. That the Plaintiff, pursuant to Section 15-61-10 of the South Carolina Code brings a partition action as it relates to the following described real property:

ALL AND SINGULAR, that certain piece, parcel, lot or tract of land situate, lying and being in Socastee Township, County of Horry and State of South Carolina, and containing Sixty acres (60) more or less and bounded and described as follows: Beginning at a station in the West margin of the McDowell Short Cut Road and running N. 67 28' W. 1918 Feet to corner; thence N. 22 30' S. 1813 feet to corner; thence S. 56 52' E. to Louisa Johnsons line which was formerly a part of this tract; thence following Louisa Johnson and a 1.90 acre tract of Exekil Johnson, a southerly direction to Road thence said Road to beginning corner. This tract which is to be conveyed is represented upon a map made of Johnson and Roberts, CEs, showing 62.9 acres more or less on tract adjoining Louisa Johnson to be sold to Exekil Johnson. This being the identical property sold to Lewis Small in Deed Book 53 at Page 218, records of Horry County, South Carolina, Tax Map Number 194-00-02-036

23. That the Plaintiff is an heir at law of Lewis Small a/k/a Louis L. Small, as well as the Personal Representative of his estate, who is deceased having died May 13, 1983. As such, the Plaintiff brings this cause of action.

24. The property herein is located in Horry County, and, therefore, the Horry County Court of Common Pleas has jurisdiction over said property.

25. That the Plaintiff brings this action in order that said property should be sold pursuant to the statute and the proceeds divided as follows:

- a. One Fourteenth (1/14) of the proceeds to Maxine Johnson a/k/a Maxine McQueen a/k/a Maxcine Johnson as set forth herein above.
- b. One Fourteenth (1/14) of the proceeds to Ernestine Small Bass and Rose Mary Small a/k/a Rosemary Mary McQueen, heirs of Mildred S. Jones a/k/a Mildred Small Jones Ortega as set forth herein above.
- c. One Fourteenth (1/14) of the proceeds to Kasandra D. Odom a/k/a Kasandra D. Shea and Michelle D. Odom a/k/a Michelle D. Delacorte, heirs of Mazie Diane Small a/k/a Mazie Diane Odom as set forth herein above.
- d. One Fourteenth (1/14) of the proceeds to Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold as set forth herein above.
- e. One Fourteenth (1/14) of the proceeds to Lewis Filton Small, Jr. a/k/a Pete Small as set forth herein above.
- f. One Fourteenth (1/14) of the proceeds to William Franklin Small a/k/a Danny Small as set forth herein above.
- g. One Fourteenth (1/14) of the proceeds to Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy Pierick as set forth herein above.
- h. One Fourteenth (1/14) of the proceeds to Donald Lee Small as set forth herein above.
- i. One Fourteenth (1/14) of the proceeds to Janava Small a/k/a Janava Small Londeaux a/k/a Candy Small as set forth herein above.
- j. One Fourteenth (1/14) of the proceeds to Daisy Dean Small a/k/a Dean Small as set forth herein above.
- k. One Fourteenth (1/14) of the proceeds to Sandra Small a/k/a Sandra Howard as set forth herein above.

l. One Fourteenth (1/14) of the proceeds to Dewey Small a/k/a Dewey Lee

) Small as set forth herein above.

m. One Fourteenth (1/14) of the proceeds to Jacqueline Lenise White, Veretta Lynn Norman, Jimmy J. Prince, Jr. and Dewey Jerome Johnson as set forth herein above.

n. One Fourteenth (1/14) of the proceeds to Venata Small Oliverro as set forth herein above.

26. This property cannot feasibly be divided as a partition in kind, and a partition in kind cannot be fairly and equally made. The Plaintiff, therefore, requests an Order of the Court that this property be placed for sale and a division of the proceeds be made according to the rights of the parties as set forth herein.

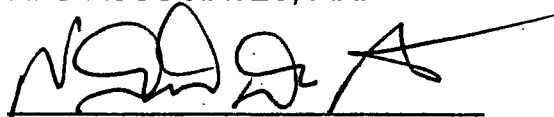
) 27. Further, according to the Last Will and Testament of Lewis Small a/k/a Louis L. Small (attached hereto as Exhibit "E"), it is clear that failure of any Heir to agree with the terms of the Last Will and Testament would result in that Heir being disinherited, and his or her interest or share be divided equally among those who have agreed with the terms and conditions of the Last Will and Testament.

28. The Plaintiff further requests that pursuant to Statute 15-61-110 that the Court set attorney's fees as may be equitable against all parties in interest herein and that these attorney's fees and costs be paid first from the proceeds from the sale before distribution.

WHEREFORE, having fully set forth causes of action upon which relief can be granted, the Plaintiff requests the following relief:

- a. An Order quieting title to the afore described real property;
- b. For a partition for an Order requiring the sale of the real property herein above described and a division of proceeds according to the rights of the parties;
- c. For an Order granting equitable attorney's fees and costs to be determined by the Court and that said attorney's fees and costs will be paid first from the proceeds of the sale before distribution to the heirs;
- d. For such other and further relief as this Court may deem just and proper.

LAW OFFICES OF N. DAVID DuRANT
AND ASSOCIATES, P.A.



N. David DuRant
Attorney for the Plaintiffs
Post Office Box 14722
Surfside Beach, SC 29587
(843) 650-7800

December 17, 2012

STATE OF SOUTH CAROLINA

COUNTY OF Horry

Provided by: James C. Marlow, Francis Marlow, Harry L. Marlow, and Frank L. Marlow
To: Louis J. Small

Filed Mar. 12th, 1948 3:40 P.M. D. 10

Documentary Stamp(s) \$ 1.10

EXHIBIT "A"

6653 page 2/8

We, Ida H. Marlow, James C. Marlow, Francis Marlow, Harry L. Marlow, and Frank L. Marlow

in the State aforesaid for and

in consideration of the sum of

One Thousand and No/100 Dollars (\$1,000.00)

Dollars

to us paid by Louis J. Small, of the County of Horry

in the State aforesaid (Receipts whereof is hereby acknowledged)

have granted, bargained, sold, aliened, released, and by these Presents do give, bargain, sell and release unto the said Louis J. Small all and singular that certain piece, parcel, lot or tract of land situate, lying and being in Jocassee Township, County of Horry and State of South Carolina, and containing Sixty Acres more or less and bounded and described as follows: Beginning at a station in the West corner of the McDevall short cut Road and running E. 67 20' N. 1914 feet to corner; thence N. 22 1/2' E. 1.11 feet to corner; thence S. 60 52' E. to Louise Johnsons line which was formerly a part of this tract; thence following Louise Johnson and a 1.40 acre tract of Ezekiel Johnson, a southerly direction to Road thence said Road to beginning corner. This tract which is to be conveyed is represented upon a map made of Johnson and Roberts, U.S., showing 62.9 acres more or less of tract adjoining Louise Johnson to be sold to Ezekiel Johnson.

This deed is subject to a timber deed previously given to Eugene Arthur Lumber Co. by Harry L. Marlow.

Carteret County

PERSONALLY appeared before me Grover C. Doster Jr. and made oath that he saw the within named James C. Marlow, sign, seal, and as his act and deed, deliver the within written deed, and that Grover C. Doster Jr. with James C. Doster Jr. witnessed the execution thereof.

SUBSCRIBED before me this 30th.

Grover C. Doster Jr.

day of January A.D. 1948.

Mary D. Davis (Seal)

N. J. for Carteret Co., N. C.

My comm. exps. July 7, 1948

STATE OF Maryland

Prince Georges County

PERSONALLY appeared before me William V. Treacy and made oath that he saw the within named Francis Marlow Barrie sign, seal, and as his act and deed, deliver the within written deed, and that W. V. Treacy with James B. Barrie witnessed the execution thereof.

James B. Barrie

William V. Treacy

N. J. exps. 5/2/48

SWORN TO before me this 16th.

day of February A.D. 1948.

(Seal)

Notary Public for Maryland

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said

Louis J. Small, his

Heirs and Assigns forever.

STATE OF SOUTH CAROLINA
Georgetown County

PERSONALLY appeared before me L. C. Lachicotte and made oath that he saw the within named Frank L. Marlow and Boyd L. Marlow sign, seal, and as their act and deed, deliver the within written deed for the uses and purposes therein mentioned, and that he with Harry J. A. Vernon witnessed the execution thereof.

WORE to before on this 10th day of
December A.D. 1947.

L. C. Lachicotte
N. P. for S. C.

L. C. Lachicotte

And ... do hereby bind, SUFFER, and ... heirs and assigns and administrators, to warrant and forever defend all and singular the said premises unto the said Louis J. Small, his ... heirs and assigns, against ... and ...

and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof

WITNESS ... my hand and seal, this 20th day of DECEMBER, 1947, in the year of our Lord

one thousand nine hundred and forty-seven, and in the one hundred and seventy-second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of

James B. Moore
Harry V. Blakely
L. C. Lachicotte
Notary Public for S. C.

Ida L. Marlow (Seal)
Boyd L. Marlow (Seal)
Frank L. Marlow (Seal)
L. C. Lachicotte (Seal)
Harry J. A. Vernon (Seal)

County of Georgetown Co.
PERSONALLY APPEARED before me Harry V. Blakely

SUBORN to before me this 10th day of
January, A.D. 1947
James B. Moore (Seal)
Notary Public for S. C.

Harry V. Blakely

STATE OF SOUTH CAROLINA
County of Georgetown

RENUNCIATION OF DOWER

I, L. C. Lachicotte, N. P. for South Carolina
do hereby certify that the within named Mrs. Lucille L. Marlow
the wife of the within named gentleman Boyd L. Marlow
did this day appear before me, and after being privately and separately examined by me, did declare that she does freely, voluntarily, and without
any compulsion, duress or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named gentleman
Louis Small, his
heirs and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned
and released.

GIVEN under my hand and seal this 10th day of DECEMBER, Anno Domini 1947
L. C. Lachicotte (Seal)
Notary Public for S. C.

Lucienne L. Marlow (Seal)

I hereby certify that the within deed has been this 12th day of January, A.D. 1948.

Recorded this day of
A.D. 1948, in Book Page For

Author for Marlow

316 DB300316

3066 N

EXHIBIT "B"

Horry County

The STATE OF SOUTH CAROLINA PM 2 10

COUNTY OF HORRY

SHERIFF OF COURT

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Lands, Delinquent Lands, and Collection of Taxes," approved December 24, 1887, and Acts amendatory thereof, or passed since that time, it is provided that thereafter, immediately upon the expiration of the time allowed by the law for the payment of taxes in any year, the County Treasurer of each County, shall, and is thereby authorized and directed to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful Deputy requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County, and Special of such defaulter, specifying therein the aggregate amount of all of his taxes as well as the amount to each fund; and

WHEREAS, it is further provided by said Acts, that under and by virtue of said warrant or execution, the Tax Collector shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise the sum of money named therein, and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and annex said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, W. H. Jordan, Jr. the County Treasurer of

Horry County, has issued his warrant, directed to me, by authority of the laws of South Carolina, against Katherine Knox "Heirs at law"

a defaulting tax-payer of this county, strictly charging and commanding me as Tax Collector, of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Katherine Knox "Heirs at law" defaulter,

the sum of Fifteen and 91/100 (\$15.91) Dollars,

together with Four and 75/100 Dollars,

the charges thereon; and

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WHEREAS, by virtue of said warrant or execution, I F. W. Madlen
Tax Collector of the County and State aforesaid, did on the 6th day of April
19 62, seize and take possession of the Katherine Knox "Heirs at law" property, hereinafter described,
and on the sales day of the month of September, in the year 19 62, within the usual hours of
sale after due advertisement, sell the same to Mattie Small
the purchaser, and the highest bidder at such sale, for the sum of
Twenty- and 66 2/100 ***- Dollars; and gave a receipt for said purchase
money; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said
Katherine Knox "Heirs at law" the defaulting tax-payer, or other
parties interested, after due notice, have failed to redeem said land so sold for taxes.

NOW, THEREFORE, I F. W. Madlen
Tax Collector of said County, in consideration of the premises, and the sum of
Twenty and 66/100 Dollars, to me paid by the said
Mattie Small

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said
Mattie Small her heirs and assigns forever that certain fifteen (15) acres
more or less in Socastee Township bounded by lands of Emma Saxby "et al"
and being a part of the Toby Small Estate.

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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said Mattie Small

heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided

WITNESS my hand and seal, this 13th day of September
in the year of our Lord one thousand nine hundred and sixty-three and in the
187th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the
Presence of us:

R. M. McCabe
Dot McElveen

James M. Medlen (L. S.)
Tax Collector Horry County.

THE STATE OF SOUTH CAROLINA.

Horry County.

PERSONALLY APPEARED BEFORE ME

and made oath that he saw the above named

Tax Collector of the County of

the above Deed of Conveyance; and that he, with

witnessed the execution thereof.

SWORN to before me, this 16th

day of September A. D. 19 63

W. E. F. [Signature]
Notary Public for South Carolina.

Dot McElveen

F. W. Medlen

Horry

sign, seal, and, as his act and deed, deliver

R. M. McCabe

Dot McElveen

DB 300-319

EXHIBIT "C"

FILED
Horry County

The STATE OF SOUTH CAROLINA

COUNTY OF HORRY

CLERK OF COURT
HCA. UN TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Lands, Delinquent Lands, and Collection of Taxes," approved December 24, 1887, and Acts amendatory thereof, or passed since that time, it is provided that thereafter, immediately upon the expiration of the time allowed by the law for the payment of taxes in any year, the County Treasurer of each County, shall, and is thereby authorized and directed to issue in the name of the State a warrant or execution, in duplicate, against each defaulting taxpayer in his County, signed by him in his official capacity, directed to the Sheriff of his County or his lawful Deputy, requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, School, County, and Special of such default-
er, specifying therein the aggregate amount of all of his taxes as well as the amount to each fund; and

WHEREAS, it is further provided by said Acts, that under and by virtue of said warrant or execution, the Tax Collector shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise the sum of money named therein, and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular sales day, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and annex said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, W. H. Jordan, Jr. the County Treasurer of

Horry County, has issued his warrant, directed to me, by authority of the laws of South Carolina, against Quinby Knox, Sr. Heirs at law

a defaulting tax-payer of this county, strictly charging and commanding me as Tax Collector, of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said Quinby Knox, Sr. "Heirs at law" defaulter,
the sum of One hundred-fifty and 25/100---(\$150.25)--- Dollars,
together with Four and 75/100---(\$4.75)--- Dollars,

the charges thereof; and



320

WHEREAS, by virtue of said warrant or execution, I F. W. Medlen
Tax Collector of the County and State aforesaid, did on the 9th day of October
1962, seize and take possession of the Quinby Knox Sr. "Heirs at law" property, hereinafter described,
and on the sales day of the month of December, in the year 1962, within the usual hours of
sale after due advertisement, sell the same to Mattie Small
the purchaser, and the highest bidder at such sale, for the sum of One-hundred-fifty-five and no/100 Dollars; and gave a receipt for said purchase
money; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Quinby Knox Sr. Heirs at law
the defaulting tax-payer, or other
parties interested, after due notice, have failed to redeem said land so sold for taxes.

NOW, THEREFORE, I F. W. Medlen
Tax Collector of said County, in consideration of the premises, and the sum of One-hundred-fifty-five and no/100 Dollars, to me paid by the said
Mattie Small

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said
Mattie Small, her heirs and assigns forever that certain three acres more or less
located in Socastee Township and bounded on the North by Bethel Church property,
South by lands of Quinby Knox Jr., East by Van Turbeville land and west by
William Oliver lands.

321

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining:

TO HAVE AND TO HOLD all and singular the premises hereby granted, with the appurtenances, unto the said
Mattie Small

heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal, this 20th day of December

in the year of our Lord one thousand nine hundred and sixty-three, and in the
187th year of the Independence of the United States of America.

Signed, Sealed and Delivered in the
Presence of us:

R. M. McCabe
R. M. McCabe

F. M. Madlen (L. S.)
Tax Collector Horry County.

THE STATE OF SOUTH CAROLINA,

Horry County.

PERSONALLY APPEARED BEFORE ME

and made oath that he saw the above named

Tax Collector of the County of Horry

the above Deed of Conveyance; and that he, with

witnessed the execution thereof.

SWORN to before me, this 20th

day of December A. D. 19 63.

J. M. McCall
Notary Public for South Carolina.

R. M. McCabe

F. M. Madlen

sign, seal, and, as his act and deed, deliver

Bernie Skipper

J. M. McCall

552

16436C

EXHIBIT "D"

FILED
Horry County

THOMAS BLANKS (B), S-TITLE TO REAL ESTATE
PRIVATE DIVISION TO PUBLIC RECORDS
REGISTERED PLANNING CO., COLUMBIA, S. C.

STATE OF SOUTH CAROLINA, JAN 11 AM 9 18

COUNTY OF Horry

CLERK OF COURT

Know all Men by these Presents,

That I, Cleveland Stevens, Trustee for Quimby Knox heirs

in the State aforesaid, In consideration of the
sum of Five and no/100 DOLLARS

to me paid by Mattie Swalls

the State aforesaid, (Receipt whereof is hereby acknowledged)

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the
said Mattie Swalls, her heirs and assigns

All and singular that certain piece parcel or tract of land situate
and lying and being in Socastee Township, County and State aforesaid
and containing ten (10) acres more or less and bounded as follows:

Beginning at a pipe corner in Collins Creek and Murrels Inlet Road
between Quimby Knox home and Bethel Church, and running thence in a
Easterly direction a line perpendicular to the said Road to the Van
Turberville line; thence with the Van Turberville line in a Southerly
direction to Richard Knox line; thence Richard Knox line in a Westerly
direction to Collins Creek and Murrels Inlet Road; thence with the
Murrels Inlet Road in a Northerly direction to the beginning corner.

This is a part of the identical place upon which I now live and is the
place where my house now stand.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Mattie Small, her

Heirs and Assigns forever.

And I do hereby bind _____ Heirs and Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Mattie Small, her

Heirs and Assigns, against

me and _____ Heirs, and all persons whomsoever,

lawfully claiming, or to claim

the same, or any part thereof.

Witness my Hand and Seal this 14 day of September

in the year of our Lord one thousand nine hundred and sixty

and in the one hundred and _____ year of the Sovereignty and

Independence of the United States of America.

Clement L. Thompson (L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

Signed, Sealed and Delivered
in the Presence of

William M. Clark
Edith M. Smith

554

STATE OF SOUTH CAROLINA,

COUNTY OF Horry

PERSONALLY appeared before me, Billie McClelland

and made oath that he saw the within named Cleveland Stevens

Sign, Seal and as Ethel B. Bulter Act and Deed deliver the within written Deed, and that he with Ethel B. Bulter witnessed the execution thereof.

Sworn to before me this 14

day of September A. D. 19 60

Ethel B. Bulter

Notary Public for South Carolina

Billie McClelland

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA,

COUNTY OF _____

I, _____ do hereby certify

unto all whom it may concern, that Mrs. _____ the wife of the within named grantor did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, fraud or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named grantee _____ Heirs and Assigns, all her interest, and estate, and also all her right and claim of Dower, in or to, all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this _____ day of _____

anno Domini 19 _____

Notary Public for South Carolina

(L. S.)

(L. S.)

Last Will and Testament

EXHIBIT "E"

OF
LEWIS SMALL

IN THE NAME OF GOD, AMEN:

Know All Men By these Presents, that I, ^{dead L. or B. Buddy} Lewis Small of Route 1, Box 178, Murrells, Inlet, South Carolina, being of sound and disposing mind, memory and understanding, and capable of executing a valid deed or contract, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs and hereby be the better prepared to leave this world when it shall please the almighty to call me hence, do hereby make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking and annulling all wills, codicils and testamentary dispositions heretofore made by me, in manner and form following, that is to say:

FIRST, and principally, I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried according to rituals of the Christian faith.

SECOND, I direct my executor, hereinafter named, to pay all of my just debts, funeral expenses and other bills as soon after my death as shall be practicable.

THIRD, I give, devise and bequeath unto my children here named, ^{1. living} ~~Marlene Johnson~~, ^{2. living} ~~Isadore Small~~, ^{3. living} ~~Mazie Diane Small~~, ^{4. living} ~~Queenie B. Small~~, ^{5. living} ~~Lewis Small, Jr.~~, ^{6. living} ~~William Small~~, ^{7. living} ~~Patsy Small~~, ^{8. living} ~~Donald L. Small~~, ^{9. living} ~~Janava Small~~, ^{10. living} ~~Daisy Dean Small~~, ^{11. living} ~~Sandra Sandra Small~~, ^{12. living} ~~Dewey Small~~, and ^{13. living} ~~Velma Small~~ all of the real and personal property, to have and to hold in fee simple absolute, share and share alike, and to be divided equally. These children shall not sell this land unless it is sold to one another. The real property of this devise is located in Socastee Township of Horry County, South Carolina, and is located on the McDowell Short Cut Road, and containing sixty (60) acres, more or less, and my deed is recorded in the Horry County courthouse in Deed Book _____, Page _____, and dated December 20, 1947. This land shall be divided up as soon as possible after my death. ^{20 11 equal lots} It shall be surveyed into fourteen equal tracts and the numbers of each tract shall be places in a hat and drawn out by each

legatee. I request that Dewey Small shall get cleared land and the tobacco acreage attach to his share so he can pay the taxes on all of the land. What number each of the other persons draws out of the , that person shall receive that piece of land and I devise that piece of land to him or her.

FOURTH, I give, devise and bequeath unto my children here named, Willie Small, Sarah Small, Shirley Small and Ralph Small all of the real property that I own in Socastee Township, Horry County, South Carolina, facing S. C. Highway 544, and near the Georgetown County line. This is the land in which was conveyed to me by William Oliver on September 2, 1932, and the deed is recorded in the Horry County Courthouse in Deed Book O-6, Page 11. These legatees shall share alike in this piece of land. This is the land across the branch and being a piece of the Oliver tract.

FIFTH, I give, devise and bequeath unto Dewey Small five ^{Le my} acres of the ten (10) ^{3 in 1000} acre tract my Wife, Mattie Small, left me. ^{dead} The five (5) acres shall be around where his mobile home is now located. I shall designate the five (5) acres. I give the balance of the ^{Le my} ten (10) acres, being five (5) acres, to Donald Small, William Small, ^{Le my} Lewis Small, Jr. ^{Le my} If any of these children decide to sell his or share they shall sell to the other heirs. I am directing that children, namely, ^{St. L. P. D. Johnson} Maxcine Johnson, Isadore Small, Mazie Diane Small, Queenie B. Small, Lewis Small, Jr., William Small, Patsy Small, Donald L. Small, Janava Small, Daisy Dean Small, Sandra Small, Dewey Small and Geneva Small and Velma Small deed whatever interests they may have in this land to the said Dewey Small, Donald Small, William Small and Lewis Small, Jr. If any child refuse to give a share as I direct, I hereby disinherit him or her and give whatever share he or she would have gotten to all of the persons that sign without any trouble.

SIXTH, I give, devise and bequeath unto my children, namely, ^{St. L. P. D. Johnson} Maxcine Johnson, Isadore Small, Mazie Diane Small, Queenie B. Small, Lewis Small, Jr., William Small, Patsy Small, Donald L. Small, Janava Small, Daisy Dean Small, Sandra Small, Dewey Small, Geneva Small, ^{St. L. P. D. Johnson} a Small, and ^{12 1/2} Marcus Johnson, the Fifteen (15) acres in which I inherited from my wife, Mattie Small, to share and share alike. I want that my children divide this land as soon after my death as

shall be practicable, and if a person decide to sell, he or she shall sell to the other heirs. I direct that my heirs hereto shall give cross deeds to each other.

SEVENTH, I give, devise and bequeath unto my children, ^{5 + 1/2 acres} namely, Maxcine Johnson, Queenie B. Small, Mazie Diane Small, and Daisy Dean Small, Sandra Small and Geneva Small all of that certain three (3) acre tract of land that I inherited from my wife, Mattie Small, to share and share alike. I direct that all of my children with an interest in this tract sign deeds over to these children and if they do not, I hereby disinherit any one of them that don't sign the deeds.

EIGHTH, I give, devise and bequeath unto my children, namely, Dewey Small, Donald Small, William Small, and Lewis Small, Jr., to share and share alike, the two and one-half (2 1/2) ^{6.44} acres and in which I inherited from my grandmother, Sarah Small. From this tract of land, I give and devise the tobacco acreage unto Dewey Small.

NINTH, I give, devise and bequeath unto my son, Dewey Small, all of the tobacco acreage and allotment on the 2 1/2 acre tract, 10 tract, 3 acre tract. He shall use the money from this tobacco acreage to pay the taxes.

TENTH, I give and devise and bequeath unto my son, Dewey Small, all of my farm machinery and equipment.

ELEVENTH, I give and bequeath my automobile unto my daughter, Sandra Small.

TWELFTH, I hereby nominate, constitute and appoint Dewey Small, the executor of this my Last Will and Testament without requiring him to give any bond, security or surety, whatsoever.

This my Last Will and Testament, consisting of four typewritten pages, this page and the next page included, each of which bears my signature on the margin thereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 21st day of May A.D. 1979.

Lewis Small (L.S.)
Lewis (Louis) Small

The foregoing instrument, was this 21st day of May, 1979, subscribed by the testator, Lewis Small, in our presence and was at the same time declared by him to be his LAST WILL AND TESTAMENT, and we at the same time in his presence, at his request and in the presence of each other hereunto subscribed our names as attesting witnesses. And, we do hereby certify that at the time of the execution of said Will the said Will the said testator, Lewis Small, was of sound and disposing mind, memory and understanding.

Franklin R. White residing at 510 Hwy. 378, Conway, S.C.

William J. Allen residing at 2210 Bayside Ave., Conway, S.C.

Estella S. Boyd residing at 1713 Race Path Ave., Conway, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

IN THE MATTER OF: LEWIS SMALL

IN THE PROBATE COURT

CASE NUMBER: 1984-ES-26-00075

Dewey Lee Small,

Petitioner

vs.

A rectangular stamp with the word "COPY" in a bold, sans-serif font.

Maxine Johnson a/k/a Maxine McQueen a/k/a Maxcine Johnson, Ernestine Bass, Rose Mary Small, Cassandra D. Odom, Michele Odom, Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold, Lewis Filton Small, Jr. a/k/a Pete Small, William Franklin Small a/k/a Danny Small, Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy Pierick, Donald Lee Small, Janava Small a/k/a Janava Small Londeaux a/k/a Candy Small, Daisy Dean Small a/k/a Dean Small, Sandra Small a/k/a Sandra Howard, Jacqueline L. White, Jimmy Prince, Jr., Veretta Norman, Venetta Olivera, Marcus Johnson, Jr., John Doe and Jane Doe, Representatives of any unknown Heirs,

Respondent(s)

PETITION FOR SALE OF REAL ESTATE

The Petitioner alleges:

Give your relationship to the decedent, if any, and your interest in this proceeding.

Son and was Personal Representative of the Estate

Other interested parties to the Estate that would be affected by the sale of the real estate are (i.e. heirs, devisees, creditors, or mortgage holder):

See attached Exhibit "A".

The real property needs to be sold because:

See attached Exhibit "B".

The real property of the decedent's estate, which the petitioner desires to sell, is described as follows:

a. Address:

60 acres, Socastee Township, Horry County, State of South Carolina
McDowell Shortcut Road, Murrells Inlet, South Carolina 29576

b. Legal Description: (The Deed must be attached to this Petition)

Please see attached Deed.

c. Tax Map Sheet Number: (TMS#) 194-00-02-036



The tax assessed value of the real estate is: \$958,100.00. This value is based upon the most recent assessor's statement. The assessor's statement may be required.

6. The fair market value of the real estate is: \$to be determined. This value is based upon the opinion of a real estate agent based upon a comparative market analysis or the opinion of a real estate appraiser based upon an appraisal. The comparative market analysis or the appraisal may be required.

7. The following interested parties to the Estate, that would be affected by the transaction, have agreed to the sale of the real estate:

Their agreements are attached to this Petition.

Executed this 26 day of September, 2012.

Signature: 

Name: N. David DuRant, Esquire for Dewey
Lee Small

Address: P.O. Box 14722
Surfside Beach, SC 29587

Telephone (O): (843) 650-7800

(H):

Signature:

Name:

Address:

Telephone (O):

(H):

** See the remainder of Petition paragraphs, eight (8) through nineteen (19) attached.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

IN THE MATTER OF:
THE ESTATE OF LEWIS SMALL

Dewey Lee Small,

Petitioner,

vs.

Maxine Johnson a/k/a Maxine McQueen a/k/a
Maxcine Johnson, Ernestine Bass, Rose Mary
Small, Cassandra D. Odom, Michele Odom,
Queenie Small a/k/a Queenie B. Arnold a/k/a
Qunnie Arnold, Lewis Filton Small, Jr. a/k/a
Pete Small, William Franklin Small a/k/a Danny
Small, Patsy Ann Small a/k/a Patsy Small Crock
a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy
Pierick, Donald Lee Small, Janava Small a/k/a
Janava Small Londeaux a/k/a Candy Small,
Daisy Dean Small a/k/a Dean Small, Sandra
Small a/k/a Sandra Howard, Jacqueline L. White,
Jimmy Prince, Jr., Veretta Norman, Venetta
Olivera, Marcus Johnson, Jr., John Doe and
Jane Doe, Representatives of any unknown
Heirs,

Respondents.

IN THE PROBATE COURT FOR THE
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 1984-ES-26-00075

**SUPPLEMENTAL TO THE ORIGINAL
PETITION FOR SALE OF REAL ESTATE**

8. That the Petitioner requests the right to have a Guardian Ad Litem appointed to represent the interests of John Doe and Jane Doe, who represent any unknown heirs. After a Guardian Ad Litem has been appointed, the Petitioner will have the proper notice published in the newspaper.

9. The Petitioner represents to the Court that all of the Respondents listed herein and shown on Exhibit "A", are known to the Petitioner as the rightful Heirs to this property with the exception of Marcus Johnson, Jr., who has no interest in the sixty (60) acre tract of land and was the Decedent's step-son.

10. Further, Petitioner has knowledge and addresses of all the Respondents listed with the exception of William Franklin Small a/k/a Danny Small. Petitioner requests that the Court authorize and Order that this Petition be served by Publication as to this Respondent.

16. As to the fifteen (15) acre tract, all fifteen (15) children share and share alike; to include Marcus Johnson, Jr. but that tract is subject to the conditions precedent that all fifteen (15) children execute Cross-Deeds to the remaining Mattie Small's property, that being the ten (10) acre tract and the three (3) acre tract.

17. As to the ten (10) acre tract, the fifteen (15) children are required to execute a Cross-Deed as follows:

- (a) five (5) acres to Dewey Lee Small, that being where the mobile home is now located and the five (5) acres to be designated by Dewey Lee Small; and
- (b) the remaining five (5) acres, the fifteen (15) children were required to execute a Cross-Deed to Donald Small, William Small and Lewis Small, Jr.

18. As to the three (3) acre tract, the fifteen (15) children were required to execute Cross-Deeds deeding property to Maxine Johnson, Queenie B. Small, Mazie Diane Small, Daisy Dean Small, Sandra Small and Geneva Small.

19. It is clear from the overall content of the Last Will and Testament of Lewis Small, that failure of any Heir to execute the Cross-Deeds would result in that Heir being disinherited and his or her interest or share be divided equally among those who have executed Cross-Deeds.

WHEREFORE, the Petitioner prays that this Honorable Court issue an Order as follows:

1. For an Order appointing a Guardian Ad Litem to represent the interest of John Doe and Jane Doe, who represent any unknown Heirs;
2. For an Order reopening The Estate of Lewis Small and reappointing Dewey Lee Small as Personal Representative without Bond as allowed for by the Will (This application has already been filed);
3. For an Order and finding that the conditions precedent requiring the division of the property into fourteen (14) equal tracts and the conditions precedent that no Heir can sell their tract unless it is a family member, are not enforceable conditions precedent under South Carolina Law, and therefore, removed as a conditions precedent. As to the fourteen (14) equal tracts, the Courts finding is based upon the impossibility of anyone being able to divide the sixty (60) acre tract into fourteen (14) equal parts. That as to the restriction requiring any Heir to only sell to a family member, that this restriction is not in the best interest of any party and is a violation under South Carolina Public Policy;

	CHILDREN	HEIRS OF CHILDREN
1.	Maxine Johnson a/k/a Maxine McQueen a/k/a Maxcine Johnson	
2.	Mildred S. Jones a/k/a Mildred Small Jones a/k/a Mildred Isadora Small Jones a/k/a Isadore Small a/k/a Isadora Ortega – Deceased	Ernestine Bass and Rose Mary Small
3.	Mazie Diane Small a/k/a Mazie D. Odom – Deceased	Cassandra D. Odom and Michele Odom
4.	Queenie Small a/k/a Queenie B. Arnold a/k/a Qunnie Arnold	
5.	Lewis Filton Small, Jr. a/k/a Pete Small	
6.	William Franklin Small a/k/a Danny Small	
7.	Patsy Ann Small a/k/a Patsy Small Crock a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy Pierick	
8.	Donald Lee Small	
9.	Janava Small a/k/a Janava Small Lonneaux a/k/a Candy Small	
10.	Daisy Dean Small a/k/a Dean Small	
11.	Sandra Small a/k/a Sandra Howard	
12.	Dewey Small a/k/a Dewey Lee Small	
13.	Geneva Small a/k/a Geneva Katherine Prince – Deceased	Jacqueline L. White, Jimmy Prince, Jr. and Veretta Norman
14.	Velma Ray Small – Deceased	Venetta Olivera
15.	Marcus Johnson, Jr.	

EXHIBIT "B"

The real property needs to be sold because Dewey Lee Small was appointed and served as Personal Representative of his father's Estate (1984-ES-26-00075). Under the Will of Lewis Small, there were certain conditions (cross Deeds) which had to be executed by all Heirs in order to inherit under his Estate and those conditions have never been met; therefore, the property has never passed. Further, the Will called for the property to be equally divided. Due to the amount of road frontage, it was then, as it is now, a practical way for the property to be divided to ensure each Heir would get an equal share. As Personal Representative, Dewey Lee Small was also advised that there would be a tremendous tax burden if the property was divided. The Will also says that the property cannot be sold to anyone other than the family members.

Although, Dewey Lee Small was discharged of his duties as Personal Representative under the Estate, he has had the sole responsibility of the maintenance of the property, such as digging ponds, drainage ditches, as well as dealing with the state and local agencies as to any right of ways, condemnations and environmental issues concerning the subject property. Dewey Lee Small and his brother have also carried the financial burden of taxes and any work required by state and local agencies. Mr. Small is having a problem with homeless people staying on the property and is continuously having to have them removed.

Dewey Lee Small is now 65 years of age and is approaching the age where he is concerned he is not physically or financially able to continue to oversee the property. If Mr. Small dies and the property is not distributed, it could be a very costly process to all Heirs to obtain valid title to the real property. There have been several parties that have expressed an interest in purchasing said real property. Dewey Lee Small has applied to reopen The Estate of Lewis Small and is requesting the relief that is set forth in the Supplemental Petition and Application in Paragraphs No. Eight (8) through Nineteen (19).

EXHIBIT "11"

2/3 interest

(1/3 interest each)

Mazie Small - D

Dewey Small

Queenie Small

Mildred S. Jones - Dead

Geneva Small - Dead

Lewis F. Small

Patsy Small

Donald Small

Danny Small

Candy Small

Mattie Dead
Small

1/3 interest
(0.333)

(Buddy)
L. Lewis Small Dead

DOD - 5/19/83
DOB - 3/15/1911

194-08-02-036

194-00-02-062

Marcie - Marcus Johnson

60+ acres (Lewis)

Mazie Small - D

Dewey Small

Queenie Small

Geneva Small - Dead

Pete - Lewis F. Small

Patsy Small

Donald Small

Maxine Johnson

Isadora Small - Dead

William Small

Janava Small

Daisy Dean Small

Sandra Small

Velma Small - Dead

2 1/2 acres (Sarah)

Dewey Small

Donald Small

Pete - Lewis Small

Danny - William Small

3 1/2 acres (Mattie)

Maxine Johnson

Queenie Small

Mazie Small

Daisy Small

Sandra Small

Geneva Small - Dead

DB 0-6 Pk (Lewis)

Willie Small

Sarah Small

Shirley Small

Ralph Small

10+ acres (Mattie)

Dewey Small - 3+ acres

Donald Small

William Small

Lewis Small

1+ acres (Mattie)

Maxine Johnson

Isadora Small - Dead

Mazie Small

Queenie Small

Pete - Lewis Small

Danny - William Small

Patsy Small

Donald Small

Janava Small

Daisy Small

Sandra Small

Dewey Small

Geneva Small - Dead

Velma Small - Dead

Marcus Johnson

190-00-05-053
197-00-01-072
072
07

197-00-01-018
Already taken
care up and
deeded out

William
57 or 58
years old
22122001
253-1876

SMALL HEIRS

PLAINTIFF'S
EXHIBIT
11

PENGAD 800-631-6683

EXHIBIT "12"

EXHIBIT "B"

Last Will and Testament

OF

LEWIS SMALL

PLAINTIFF'S
EXHIBIT
12

PENGAD 800-631-8989

IN THE NAME OF GOD, AMEN:

Know All Men By these Presents, that I, Lewis Small of Route 1, Box 178, Murrells, Inlet, South Carolina, being of sound and disposing mind, memory and understanding, and capable of executing a valid deed or contract, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs and hereby be the better prepared to leave this world when it shall please the almighty to call me hence, do hereby make, publish and declare this my LAST WILL AND TESTAMENT, hereby revoking and annulling all wills, codicils and testamentary dispositions heretofore made by me, in manner and form following, that is to say:

FIRST, and principally, I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried according to rituals of the Christian faith.

SECOND, I direct my executor, hereinafter named, to pay all of my just debts, funeral expenses and other bills as soon after my death as shall be practicable.

THIRD, I give, devise and bequeath unto my children here named, Martine Johnson, Isadore Small, Mazie Diane Small, Queenie B. Small, Lewis Small, Jr., William Small, Patsy Small, Donald L. Small, Janava Small, Daisy Dean Small, Sandra Sandra Small, Dewey Small, and Velma Small all of the real and personal property, to have and to hold in fee simple absolute, share and share alike, and to be divided equally. These children shall not sell this land unless it is sold to one another. The real property of this devise is located in Socastee Township of Horry County, South Carolina, and is located on the McDowell Short Cut Road, and containing sixty (60) acres, more or less, and my deed is recorded in the Horry County Courthouse in Deed Book _____, Page _____, and dated December 20, 1947. This land shall be divided up as soon as possible after my death. It shall be surveyed into fourteen equal tracts and the numbers of each tract shall be places in a hat and drawn out by each

legatee. I request that Dewey Small shall get cleared land and the acreage attach to his share so he can pay the taxes on all of the land. What number each of the other persons draws out of the hat, that person shall receive that piece of land and I devise that piece of land to him or her.

FOURTH, I give, devise and bequeath unto my children here named, Willie Small, Sarah Small, Shirley Small and Ralph Small all of the real property that I own in Socastee Township, Horry County, South Carolina, facing S. C. Highway 544, and near the Georgetown County line. This is the land in which was conveyed to me by William Oliver on September 2, 1932, and the deed is recorded in the Horry County Courthouse in Deed Book O-6, Page 11. These legatees shall share and share alike in this piece of land. This is the land across the branch and being a piece of the Oliver tract.

FIFTH, I give, devise and bequeath unto Dewey Small five (5) acres of the ten (10) acre tract my Wife, Mattie Small, left me. The five (5) acres shall be around where his mobile home is now located. He shall designate the five (5) acres. I give the balance of the (10) acres, being five (5) acres, to Donald Small, William Small, and Lewis Small, Jr. If any of these children decide to sell his or her share they shall sell to the other heirs. I am directing that my children, namely, Maxcine Johnson, Isadore Small, Mazie Diane Small, Queenie B. Small, Lewis Small, Jr., William Small, Patsy Small, Donald L. Small, Janava Small, Daisy Dean Small, Sandra Small, Dewey Small and Geneva Small and Velma Small deed whatever interests they may have in this land to the said Dewey Small, Donald Small, William Small and Lewis Small, Jr. If any child refuse to give a deed as I direct, I hereby disinherit him or her and give whatever share he or she would have gotten to all of the persons that sign without any trouble.

SIXTH, I give, devise and bequeath unto my children, namely, Maxcine Johnson, Isadore Small, Mazie Diane Small, Queenie B. Small, Lewis Small, Jr., William Small, Patsy Small, Donald L. Small, Janava Small, Daisy Dean Small, Sandra Small, Dewey Small, Geneva Small, Velma Small, and Marcus Johnson, the Fifteen (15) acres in which I inherited from my wife, Mattie Small, to share and share alike. I direct that my children divide this land as soon after my death as

shall be practicable, and if a person decide to sell, he or she shall
all to the other heirs. I direct that my heirs hereto shall give
cross deeds to each other.

SEVENTH, I give, devise and bequeath unto my children,
namely, Maxcine Johnson, Queenie B. Small, Mazie Diane Small, and
Daisy Dean Small, Sandra Small and Geneva Small all of that certain
three (3) acre tract of land that I inherited from my wife, Mattie
Small, to share and share alike. I direct that all of my children
with an interest in this tract sign deeds over to these children and
if they do not, I hereby disinherit any one of them that don't sign
the deeds.

EIGHTH, I give, devise and bequeath unto my children,
namely, Dewey Small, Donald Small, William Small, and Lewis Small,
Jr., to share and share alike, the two and one-half (2½) acres and
in which I inherited from my grandmother, Sarah Small. From this
tract of land, I give and devise the tobacco acreage unto Dewey
Small.

NINTH, I give, devise and bequeath unto my son, Dewey Small,
all of the tobacco acreage and allotment on the 2½ acre tract, 10
acre tract, 3 acre tract. He shall use the money from this tobacco
acreage to pay the taxes.

TENTH, I give and devise and bequeath unto my son, Dewey
Small, all of my farm machinery and equipment.

ELEVENTH, I give and bequeath my automobile unto my daughter,
Sandra Small.

TWELFTH, I hereby nominate, constitute and appoint Dewey
Small, the executor of this my Last Will and Testament without re-
quiring him to give any bond, security or surety, whatsoever.

This my Last Will and Testament, consisting of four type-
written pages, this page and the next page included, each of which
bears my signature on the margin thereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal
this 21st day of May A.D. 1979.


Lewis (Louis) Small (L.S.)

The foregoing instrument, was this 21st day of May, 1979, subscribed by the testator, Lewis Small, in our presence and was at the same time declared by him to be his LAST WILL AND TESTAMENT, and we at the same time in his presence, at his request and in the presence of each other hereunto subscribed our names as attesting witnesses. And, we do hereby certify that at the time of the execution of said Will the said Will the said testator, Lewis Small, was of sound and disposing mind, memory and understanding.

Franklin R. Depinto residing at 510 Hwy. 378, Conway, S.C.
Walter G. Allen residing at 2210 Bayside Ave., Conway, S.C.
Estella S. Boyd residing at 1713 Race Path Ave., Conway, S.C.

ESTATE OF
LEWIS SMALL
FALLAGE

you & me

COGICIL TO
LAST WILL AND TESTAMENT OF
LEWIS SMALL

I, Lewis Small of Route 1, Box 178, Murrells Inlet,
South Carolina, do hereby make, publish and declare this Cogicil
to my Last Will and Testament dated the 21st day of May, 1979.

Whereas, by said Will I did not leave a clause to take
care of any and all property that I might acquire after the making
of same. By this instrument, I intend to dispose of any and all
after-acquired property. Therefore, I hereby give, devise and
bequeath unto ~~Margaret Small~~ ^{Frances Small}, Theodore Small, Marie Diane Small,
Queenie B. Small, Lewis Small, Jr., William Small, Percy Small,
Donald L. Small, Janeva Small, Daisy Dean Small, Sandra Small,
Dewey Small, ~~Frances Small~~ ^{Frances Small} and Velma Small's children all the
rest and residue of my real and personal property to share and
share alike. This shall include what I have inherited from my
mother, Sarah Small.

I direct that none of my children shall sell the land
in which I devise to them. However, if any one of them desire to
sell their share in my estate lands, he/she shall sell to any one
of his/her brothers or sisters.

I hereby ratify and confirm my said Last Will and Testa-
ment in all other respects.

In Witness Whereof, I have hereunto set my hand and seal
this 23rd day of January, 1980.

Lewis Small (L.S.)
Lewis (Louis) Small

The foregoing instrument, was this 23rd day of January, 1980
subscribed by the testator, Lewis Small, in our presence and was at
the same time declared by him to be a Cogicil to his LAST WILL AND
TESTAMENT and attached to said will and made a part thereof and
we at the same time, in his presence, at his request and in the
presence of each other have hereunto subscribed our names as attesting
witnesses, and we do hereby certify that at the time of the execution

Not all not finished
Only two witnesses

1-24-80

of said deed to his will, the said deed of, being said, and sound and disposing mind, memory and understanding.

residing at 210 Hwy 270, Conway, S. C.

John W. Butler residing at Rte. 1, Box 111, Conway, S. C.

John W. Butler residing at Rte. 1, Box 112, North Myrtle Beach, S. C.

John W. Butler

STATE OF SOUTH CAROLINA,

COUNTY OF HORRY.

From Ida H. Marlow, James C. Marlow, Francis Marlow Burris, Boyd L. Marlow and Frank L. Marlow
To Louis L. Small

Filed Mar. 12th. 1948 3:40 P.M. D. 19

Documentary Stamp(s) \$ 3.10



AK 53 Page 218

I, We, Ida H. Marlow, James C. Marlow, Francis Marlow Burris, ^{KNOW ALL MEN BY THESE PRESENTS} That
Boyd L. Marlow and Frank L. Marlow

in the State aforesaid for and - - -

In consideration of the sum of

One Thousand and No/100 Dollars (\$1,000.00) - - -

Dollars.

to us paid by Louis L. Small, of the County of Horry

in the State aforesaid.

(receipt whereof is hereby acknowledged)

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Louis L. Small
All and singular that certain piece, parcel, lot or tract of land situate, lying and being
in Socastee Township, County of Horry and State of South Carolina, and containing Sixty acres
more or less and bounded and described as follows: Beginning at a station in the West margin of
the McDowell short cut Road and running N. 67 28' W. 1918 Feet to corner; thence N. 22 30' E.
1813 feet to corner; thence S. 56 52' E. to Louise Johnsons line which was formerly a part of
this tract; thence following Louise Johnson and a 1.90 acre tract of Exekil Johnson, a southerly
direction to Road thence said Road to beginning corner. This tract which is to be conveyed is
represented upon a map made of Johnson and Roberts, CEs, showing 62.9 acres less a one acre tract
adjoining Louise Johnson to be sold to Exekil Johnson.

This deed is subject to a prior deed previously given to Imogen-Dorothy Leiber of
Harry L. Marlow.

STATE OF SOUTH CAROLINA
Carteret COUNTY

PERSONALLY appeared before me Grover C. Doster Jr. and made oath that he saw the within
named James C. Marlow sign, seal, and as his act and deed, deliver the within written Deed,
and that Grover C. Doster Jr. with Agnes O. Ellis witnessed the execution thereof.

SWORN to before me this 30th.
day of January A.D. 1948.
Mary D. Davis (Seal)
N. P. for Carteret Co. N. C.
My comm. exps. July 7, 1948

Grover C. Doster Jr.

STATE OF Maryland
Prince George County

PERSONALLY appeared before me William V. Tracey and made oath that he saw the within named
Francis Marlow Burris sign, seal, and as her act and deed, deliver the within written Deed,
and that W. V. Tracey with James S. Burris witnessed the execution thereof.

SWORN TO BEFORE ME this 16th.
day of February A.D. 1948.

James S. Burris
William V. Tracey
N. P. Exps. 5/2/49

(Seal)
Notary Public for Maryland

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said

Louis L. Small, his

Heirs and Assigns forever.

STATE OF SOUTH CAROLINA
Georgetown COUNTY

PERSONALLY appeared before me L. C. Lachicotte and made oath that he saw the within named Frank W. Marlow and Boyd L. Marlow sign, seal, and as their act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that he with Mary S. L. Vernon witnessed the execution thereof.

SWORN to before me this 30th. day of
December A.D. 1947.
E. F. Lachicotte
N. P. for S. C.

L. C. Lachicotte

And We do hereby bind ourselves, our heirs and executors and administrators, to warrant and forever defend all and singular the said premises unto the said Louis L. Small, his heirs and assigns, against us and our heirs and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands and seal, this 20th. day of December in the year of our Lord one thousand nine hundred and Forty Seven and in the one hundred and Seventy-second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of

James B. Moore, Agnes O. Ellis
Meta V. Blakely, James S. Burris
E. F. Lachicotte, William V. Tracy
Robert C. Foster Jr.
STATE OF SOUTH CAROLINA,

Ida H. Marlow (Seal)
Boyd L. Marlow (Seal)
Frank W. Marlow (L.S.)
J. C. Marlow (Seal)
Francis Marlow Burris (L.S.)

County of ~~Marion~~ Georgetown Co.

PERSONALLY APPEARED before me Meta V. Blakely

James B. Moore

witnessed the execution thereof.

SWORN to before me this 30th. day of
January, A. D. 1947.
James B. Moore (Seal) (L.S.)
Notary Public for S. C.

Meta V. Blakely

STATE OF SOUTH CAROLINA,

County of ~~Marion~~ Georgetown

RENUNCIATION OF DOWER

I, E. F. Lachicotte, N. P. for South Carolina do hereby certify unto all whom it may concern that Mrs. Lucille L. Marlow the wife of the within named grantor, Boyd L. Marlow did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named grantee, Louis Small, his heirs and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 30th. day of December, Anno Domini 1947
E. F. Lachicotte (Seal) (L.S.)
Notary Public for S. C.

Lucienne L. Marlow (L.S.)

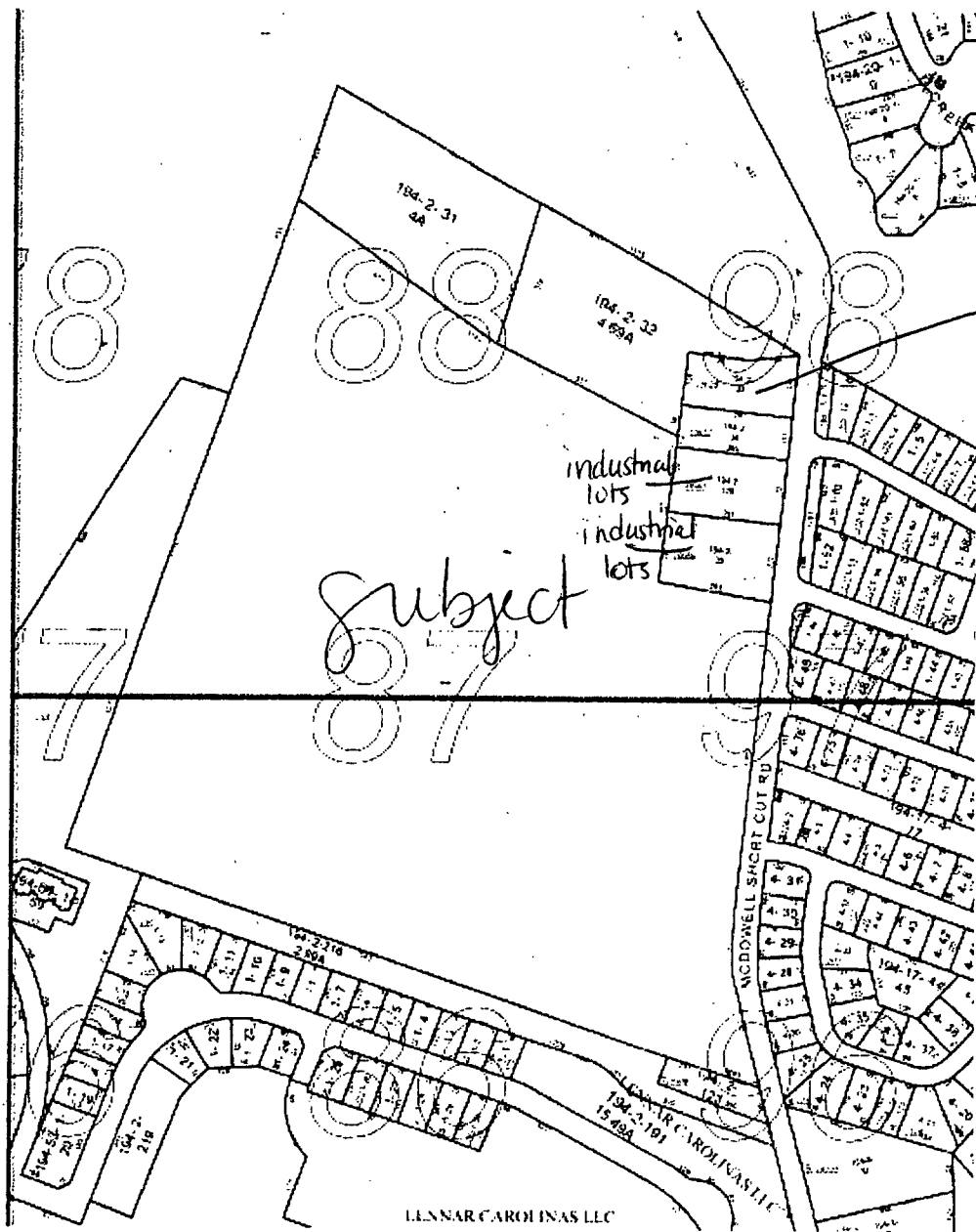
I hereby certify that the within deed has been this 12th. day of March, A. D. 1948
of Deeds, Page

Recorded this day of
A. D. in Book, Page, Fee \$

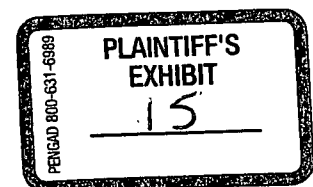
Expenses for Lewis Small Estate

TO/FOR	AMOUNT
ie to Dewey Small-	
timer's Funeral Home- Lewis Small Funeral	\$ 3,047.00
zoning Fee	\$ 100.00
rveys	\$ 1,468.00
yan & Haar- Partition Suit- Heirs of Lewis	\$ 7,705.00
rry County Property Taxes- 1983 to 2003	\$ 15,547.51
astal Monument- Mattie Head Stone	\$ 1,260.00
roperty Up Keep-60 acres- Bush Hog, clear roads, ect.	\$ 31,000.00
roperty Up Keep-All other parcels- Bush Hog, clear roads, ect.	\$ 27,670.00
wis Small- Loan (balance at time of death)	\$ 4,885.31
wis Small- Medical Bills	\$ 299.00
lph Wilson, Attorney at Law	\$ 975.00
TOTAL	\$ 93,956.82
rry County Property Taxes- 2004 to 2013- Due to Lewis Small	\$27,674.31
e Work, Mailing & Service Expenses- Due to Coastal Paraglegal	\$3,693.44





Horry
County
Recycle
Center





GOLD IMAGING PROPERTY CARD - Horry County SC 2013

GRAPHIC LOCATION	MAP 194 BLOCK 2 PARCEL 36 GIS MAP 5694-02 LOCATOR GRID 87 GIS PARCEL 6506		
MAILING ADDRESS	SMALL LEWIS EST 13006 W SCOTTS DR EL MIRAGE, AZ 85335		
DESCRIPTION	SC 801		
AL VALUE	\$971,180	DEED BOOK/PAGE	8/30
D VALUE	\$971,180	ACCOUNT	4630000002
LDING VALUE		LAND SQ.FT.	267894
ER VALUE		ACREAGE	61.1
E PRICE	\$1,000	ZONING	F
E DATE	9/18/1944	LAND USE	11
ENT		PROPERTY TYPE	I
E		LAND TYPE CODE	I
		MAP FILE	5694-02-.TII
R BUILT	CONDITION		
LDING AREA	GARAGE		
RIES	SELLER		
EMENT	SALE PRICE 1		
MS	SALES DATE 1		
ROOMS	SALES PRICE 2		
	SALE DATE 2		
EPLACE	GIS MATCH KEY		
LDING STYLE	GIS PARCEL 1		

5694876506
6506

There is no footprint data available for this property.

Subject

Gold Imaging Property Cards and Tax Maps

GOLD IMAGING PROPERTY CARDS AND TAX MAPS 888-814-9066 www.goldimaging.com

AGENT DETAIL VIEW

Agent - Agt Nm Ph

Johnnie Greene - Cell: (843) 421-9144

List Ofc 1 - Ofc Nm Ph

RE/MAX Southern Shores GC - Main Line: (843)

357-0220

Virt Tour

How Sold

Cont Date

Close Date

Sold Price

Sell Agt 1 - Agt Nm Ph

Sell Ofc 1 - Ofc Nm Ph

 Schedule a Showing

RAL

1211886
Acreage
LAND
26A Myrtle Beach Area--south of
544 & west of 17 bypass M.I.
Horry County
Price \$446,000
ess 10100 McDowell Shortcut Rd.
ess 2
Murrells Inlet
SC
29576
IS ACTIVE
Rent For Sale
s # 16.34
\$
Lots
Subagt 0
3%

OwnersName HCSB
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning CFA
Tax Map# 190-00-04-048
LegalDsrt 16.34 Acres
DeedBkPg# Blk 35B4 PG 662
EstRdFrntg
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 38MM30
Assoc Doc 3
HtSh Date 7/3/2013
Orig Price \$479,000

Stipulation of Sale Bank Owned

URES

er Public
Description Irregular, Wooded
Public
Plat/Survey, Aerial Photo
ies to Site Electricity, Water, Sewer
Location Outside City Limits
Surface Blacktop
Improvements Garage, Utility Building, Storage Building, Concrete Slab, Driveway, Other
Access COUNTY ROAD

asking price
\$27,294.98

On Market

665

almost 2 yrs.

similar

ing

ession

ns of Sale

Option

nated Lot Size 10-25 Acres

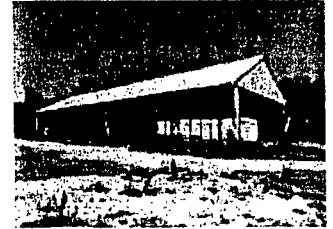
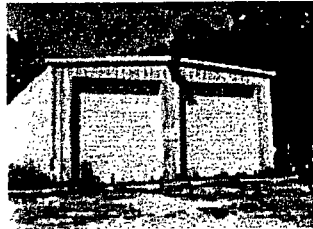
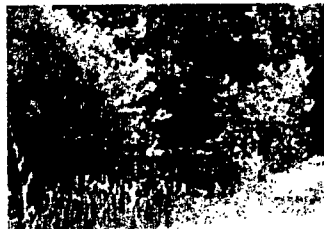
Sign On Property
Closing
Conventional, Cash
Entire Parcel Only

ARKS

change reflects a new value of just over \$27,000 per acre. Offered as one tax map number and property, however, the road frontage entrance is divi...

-owned property which is the residual from an original tract of 19.29 acres. 2.9 Acres was deeded out to construct a home, and the remaining acreage ...

on site



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AGENT DETAIL VIEW

Agent - Agt Nm Ph
List Ofc 1 - Ofc Nm Ph
Virt Tour
How Sold
Cont Date
Close Date
Sold Price
Sell Agt 1 - Agt Nm Ph
Sell Ofc 1 - Ofc Nm Ph

Nathan Neagles - Cell: (843) 267-1414
Dockside Realty - Main Line: (843) 492-4030
Virtual Tour Address

[Schedule a Showing](#)



GENERAL

i # 915838
e Residential Lot
s LAND
a 26B Myrtle Beach Area--north of
Bay Rd between Wacc. River & 707
Price \$499,850
ress 6694 ST. PETER'S CHURCH ROAD
ress 2
te Myrtle Beach
SC
29588
tus ACTIVE
s/Rent For Sale
es # 23.00
e \$
f Lots
Subagt 0
3.5%
Com No

OwnersName Williams
TypeAgency Exclusive Right to Sell
EstLotSize +/- 23 Acres
Sec-Subdiv Not within a Subdivision
Zoning FA
Tax Map# 189-00-01-029
LegalDsrt TRACT A, LOT 2
DeedBkPg#
EstRdFrntg
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 42KK31
Assoc Doc 0
HtSh Date 4/1/2014
Orig Price \$1,150,000
Stipulation of Sale None

dropped over 50%

asking

\$19,558.70

similar land

FEATURES

ver Public
Description Rectangular
Public
ice Land Only
ies to Site Electricity, Water, Sewer, Phone, TV Cable
Location Outside City Limits
id Surface Gravel, Other
ditional Information Cleared
id Access COUNTY ROAD, Other

rs On Market 1731

owing Other, Call Listing Agent
session Closing
e Option Entire Parcel Only, Other
imated Lot Size 10-25 Acres

MARKS

Easily Inform of Showing - Please Copy link into browser & schedule showing: <http://docksidemyrtlebeach.com/6694StPetersChurch.aspx> This lot is 23+ ...

ate & secluded mostly cleared farm lot, 23+ acres located just a few minutes from schools, dining and shopping. Great for development, farm, hunting a...



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AGENT DETAIL VIEW

Agent - Agt Nm Ph Abraham Grate III
 List Ofc 1 - Ofc Nm Ph Grate Real Estate & Dev - Main Line: (843) 318-1883

Schedule a Showing

Virt Tour
 How Sold
 Cont Date
 Close Date
 Sold Price
 Sell Agt 1 - Agt Nm Ph
 Sell Ofc 1 - Ofc Nm Ph



GENERAL

LS # 1212833
 Acreage
 LAND
 19A Myrtle Beach Area--Socastee
 Ask Price \$1,400,000
 Address TBD Hwy. 707
 Address 2
 Myrtle Beach
 State SC
 Zip 29588
 Status ACTIVE
 Sale/Rent For Sale
 Acres # 40.33
 Price \$
 of Lots
 Subag -
 IF 4%
 or Com No
 -Listers

OwnersName Holmes
 TypeAgency Exclusive Right to Sell
 EstLotSize
 Sec-Subdiv Not within a Subdivision
 Zoning F/A
 Tax Map# 190-00-02-036
 LegalDsrpt Hwy. 707
 DeedBkPg#
 EstRdFrntg
 Elementary Saint James Elementary School
 Middle Saint James Middle School
 High Saint James High School
 Grid Map# 38LL30
 Assoc Doc 0
 HtSh Date 5/28/2013
 Orig Price \$2,800,000 - dropped
 Stipulation of Sale None 1.4 mill

FEATURES

Power Public
 Description Irregular
 Public
 Documents on File Plat/Survey
 Evidence Land Only
 Utilities to Site Electricity, Water, Phone, TV Cable
 Location Outside City Limits
 Road Surface Dirt
 Additional Information Timber
 Road Access Easement Only

Days On Market 640 almost 2 yrs.
 Showing Sign On Property, Call Listing Agent
 Session Closing
 Terms of Sale Conventional, Cash
 Lease Option Entire Parcel Only
 Estimated Lot Size 25 or More Acres

MARKS

Entire parcel only. This parcel is not on the road frontage, but sets behind the 26.5 acres on the road frontage which is also for sale. Wetlands have not been...

Entire parcel only. Property is less than 1 mile from St. James Elementary, Middle and High Schools. Also minutes from Myrtle Beach and the Seafood Capital ...



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AGENT DETAIL VIEW

Agent - Agt Nm Ph

Jimmy Jordan

List Ofc 1 - Ofc Nm Ph

Landmax Real Estate, Inc - Main Line: (843) 234-5555

Virt Tour

How Sold

Cont Date

Close Date

Sold Price

Sell Agt 1 - Agt Nm Ph

Sell Ofc 1 - Ofc Nm Ph

Schedule a Showing

ERAL

i # 1311550
e Commercial Lot - Sale
is LAND
a 25A Myrtle Beach Area--west of Socastee between 544 & Wacc. River
Price \$159,000
ress TBD McDowell Shortcut
ress 2
te Murrells Inlet SC 29576
us PEND. CONTINGENT CONTRACT
/Rent For Sale
as # 4.00
\$
Lots 4
Subagt n/a 3%

OwnersName Bank-Owned
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning RE3
Tax Map# 194-00-05-023
LegalDsrpt 194-00-05-023,035,036,028
DeedBkPg#
EstRdFrntg 62'
Elementary Saint James Elementary School
Middle Ocean Bay Middle School
High Saint James High School
Grid Map# 430032
Assoc Doc 0
HtSh Date 1/21/2014
Orig Price \$159,000

Stipulation of Sale Bank Owned

TURES

er Public
Description Wooded, Rectangular
nts on File Public
ies to Site Plat/Survey, Wetland Study
Location Electricity
d Surface Outside City Limits
rovements Dirt
itional Information Other
d Access Timber
 Easement Only

s On Market 316

wing Sign On Property
ession Closing
ns of Sale Conventional, Cash
Option Entire Parcel Only
mated Lot Size 2-5 Acres

MARKS

erty is part of Spectra tract beside Home Depot.

property is near corner of Hwy. 707 & McDowell Shortcut in Murrells Inlet. Great business or light industrial location for small business that does not need...

\$39,750

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AGENT DETAIL VIEW

Agent - Agt Nm Ph Cliff Nolan - Cell: (843) 254-2901
List Ofc 1 - Ofc Nm Ph Keller Williams MB Central - Main Line: (843) 443-9400
Virt Tour
How Sold CASH
Cont Date 5/20/2013
Close Date 6/20/2013
Sold Price \$9,500
Sell Agt 1 - Agt Nm Ph Kathy Rukat - Cell: (843) 267-2710
Sell Ofc 1 - Ofc Nm Ph Keller Williams MB Central - Main Line: (843) 443-9400



REAL

1308113
Acreage
LAND
 26A Myrtle Beach Area--south of
 544 & west of 17 bypass M.I.
 Horry County
Price \$9,999
Ass Tract 8 Highway 707
Ass 2
 Myrtle Beach
 SC
 29588
S SOLD-INNER OFFICE
Rent For Sale
5.00
\$
ots 1
ubagt 0
 2.5

OwnersName owner of record
TypeAgency Exclusive Agency
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning MSF 10
Tax Map# 190-00-02-092
LegalDsrt Tract 8
DeedBkPg#
EstRdFrntg 0
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 38LL29
Assoc Doc 0
HtSh Date 8/2/2013
Orig Price \$9,999

Stipulation of Sale Foreclosure-Deed Not
 Recorded

JRES

r None
Description Irregular, Wooded
 No Developed Water
 Land Only
Location Outside City Limits
Access Easement Only

*beside
 subject
 \$1,900*

On Market 48.

ission Closing
Option Entire Parcel Only
ated Lot Size 5-10 Acres

RKS

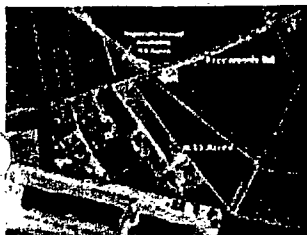
ty is sold "as-is". Seller will not accept any offers on calendar days 1-7 from list date. Only offers from buyers utilizing federal funds under the Neighb...

; your opportunity to own a large tract of land only minutes from the beach at an incredible price. This wooded tract of land is nestled between Hwy 7...



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AGENT DETAIL VIEW



Agent - Agt Nm Ph Craig Dierksheide - Cell: (843) 450-6600
List Ofc 1 - Ofc Nm Ph Keller Williams MB Central - Main Line: (843) 443-9400
Virt Tour
How Sold CASH
Cont Date 7/22/2013
Close Date 9/6/2013
Sold Price \$75,000
Sell Agt 1 - Agt Nm Ph Cliff Nolan - Cell: (843) 254-2901
Sell Ofc 1 - Ofc Nm Ph Beach Realty Group - Main Line: (843) 839-3325

RAL

1206456
Acreage LAND
 26B Myrtle Beach Area--north of Bay Rd between Wacc. River & 707
Price \$100,000
ess TBD Freewoods Road
ess 2 8.15 Acres
 Myrtle Beach
 SC
 29588
is SOLD-CO-OP BY CCAR MEMBER
'Rent For Sale
s # 8.15
\$
Lots
iubagt 0
 5%
om No

OwnersName BNC Bank
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning SF-10
Tax Map# 190-00-02-061
LegalDs rpt 8.15 Acres Freewoods
DeedBkPg#
EstRdFrntg 140 Ft
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 37KK30
Assoc Doc 0
HtSh Date 9/10/2013
Orig Price \$228,200

Stipulation of Sale Bank Owned

URES

r Public
Description Irregular
 Public
ts on File Aerial Photo, Other
ence Land Only
les to Site Electricity, Water, Sewer, Phone, TV Cable, Utilities
ocation Outside City Limits
Surface Blacktop
ional Information Timber
Access COUNTY ROAD

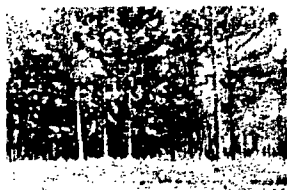
On Market 514

ing Sign On Property, Call Listing Agent
ession Closing
is of Sale Conventional, Cash
Option Entire Parcel Only
ated Lot Size 5-10 Acres

ARKS

is a portion of TMS 190-00-02-061. Property is listed at Appraisal price.

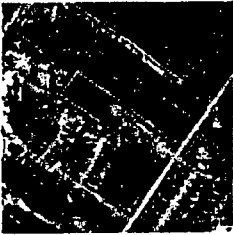
Owned. Great location just off Highway 707 and Bay Rd in Myrtle Beach. 8.15 acres with frontage on Freewoods Rd with +/- 140 ft of road frontage. ...



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AGENT DETAIL VIEW

Agent - Agt Nm Ph Jacob Mullins - Home: (843) 267-0533
List Ofc 1 - Ofc Nm Ph Beach One Realty LLC - Main Line: (843) 213-1720
Virt Tour
How Sold CASH
Cont Date 10/24/2013
Close Date 11/15/2013
Sold Price \$175,000
Sell Agt 1 - Agt Nm Ph Brandon Brookshire - Cell: (843) 458-8551
Sell Ofc 1 - Ofc Nm Ph KingOne Properties - Main Line: (843) 497-9100



REAL

1211828
Acreage
LAND
 26B Myrtle Beach Area--north of
 Bay Rd between Wacc. River & 707
Price \$174,400
ess 8390 Highway 707
ess 2
 Myrtle Beach
e SC
 29588
us SOLD-CO-OP BY CCAR MEMBER
/Rent For Sale
s # 4.95
\$
Lots
Subagt 0%
 3%
Com No

OwnersName Owner Request
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning GR-7
Tax Map# 184-00-02-129
LegalDsrpt THOS TUCKER LD; LTS
DeedBkPg#
EstRdFrntg
Elementary Socastee Elementary School
Middle Saint James Middle School
High Socastee High School
Grid Map# 38LL28
Assoc Doc 0
HtSh Date 11/18/2013
Orig Price \$179,900

Stipulation of Sale None

highway

URES

er Public
Description Rectangular
 Public
to Site Electricity, Water, Sewer, Phone, TV Cable
Surface Blacktop
d Access State Road

\$ 35,232

s On Market 483

wing Call Listing Office, Call Listing Agent
ns of Sale Conventional, Cash
Option Entire Parcel Only
mated Lot Size 2-5 Acres
s Paid Tap Fee

MARKS

ect property is a land tract totaling 4.95 acres with frontage on Highway 707. This site is zoned GR7 by Horry County, allowing up to 7 units to be built ...
 ted on Highway 707, this property is located directly across from the entrance to the Laurel Woods subdivision and convenient to the St. James public s...



NO IMAGE

NO IMAGE

NO IMAGE

NO IMAGE

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 sociation of REALTORS for use by its members and is not intended for use for any other purpose.

AGENT DETAIL VIEW



Agent - Agt Nm Ph Scott McNew - Cell: (843) 251-1598
List Ofc 1 - Ofc Nm Ph Tradd Commercial, LLC - Main Line: (843) 839-9777
Virt Tour
How Sold CASH
Cont Date 10/19/2012
Close Date 11/30/2012
Sold Price \$65,000
Sell Agt 1 - Agt Nm Ph Scott McNew - Cell: (843) 251-1598
Sell Ofc 1 - Ofc Nm Ph Tradd Commercial, LLC - Main Line: (843) 839-9777

GENERAL

LS # 1100555
Type Acreage
Assess LAND
Area 26B Myrtle Beach Area--north of Bay Rd between Wacc. River & 707
Ask Price \$125,000
Address TBD Highway 707
Address 2
City Myrtle Beach
State SC
Zip 29588
Status SOLD-INNER OFFICE
File/Rent For Sale
Acres # 4.78
Acres \$ \$35,282
Lot of Lots
Subagent n/a
IF 3%
Ir Com No

OwnersName SCBT
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning GR-7
Tax Map# 184-00-02-126
LegalDs rpt N/S of 544
DeedBkPg#
EstRdFrntg
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 38LL28
Assoc Doc 0
HtSh Date 12/7/2012
Orig Price \$175,000

Stipulation of Sale Bank Owned

FEATURES

Lot Description Rectangular
Lot Location Outside City Limits
Access State Road

\$13,598

Days On Market

694

Showing Call Listing Agent
Estimated Lot Size 2-5 Acres

MARKS

Subject property is a bank-owned land tract totaling 4.96 acres with frontage on Highway 707. This site is zoned GR7 by Horry County, allowing up to 7 unit...

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AGENT DETAIL VIEW

Agent - Agt Nm Ph Will Davis Team - Cell: (843) 979-5331
List Ofc 1 - Ofc Nm Ph The Litchfield Co.RE-Murrells - Main Line: (843) 357-6940
Virt Tour
How Sold CASH
Cont Date 2/29/2012
Close Date 4/27/2012
Sold Price \$250,000
Sell Agt 1 - Agt Nm Ph Will Davis - Cell: (843) 655-1547
Sell Ofc 1 - Ofc Nm Ph The Litchfield Co.RE-Murrells - Main Line: (843) 357-6940

RAL

1116872
Acreage
LAND
 40A Murrells Inlet - Georgetown
County
Price \$450,000
ess 0000 New River Road
ess 2
 Murrells Inlet
SC
 29576
SOLD-INNER OFFICE
/Rent For Sale
s # 11.14
\$
Lots
subagt 0
3
com No

OwnersName New River Acquisitions
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Wachesaw Plantation
Zoning MR-10
Tax Map# 41-0202-026-12 & 41-0401-
LegalDs rpt Tract 1
DeedBkPg#
EstRdFrntg 200'
Elementary Waccamaw Elementary School
Middle Waccamaw Middle School
High Waccamaw High School
Grid Map# 430034
Assoc Doc 2
HtSh Date 5/2/2012
Orig Price \$495,000

Stipulation of Sale Potential Short Sale

URES

Description Irregular
iments on File Plat/Survey, Wetland Study
Land Only
Outside City Limits
Access COUNTY ROAD

\$ 22,441
per
acre

On Market 196

Sign On Property, Call Listing Agent
Closing
Conventional, Cash
10-25 Acres

ARKS

a "potential short sale". The list price may be equal to or less than the mortgage amount. Offers are subject to full & final bank(s) approval. This proc...

two tracts front New River Road and are located just east of Wachesaw Plantation. The tracts also border Wachesaw Plantation's former equestrian ...



NO IMAGE



NO IMAGE



NO IMAGE

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AGENT DETAIL VIEW

Agent - Agt Nm Ph Davis Smith - Cell: (843) 222-7463
List Ofc 1 - Ofc Nm Ph Prudential Myrtle Beach RE - Main Line: (843) 449-9444
Virt Tour
How Sold CASH
Cont Date 3/18/2013
Close Date 5/1/2013
Sold Price \$200,000
Sell Agt 1 - Agt Nm Ph Marvin Heyd - Cell: (843) 267-7623
Sell Ofc 1 - Ofc Nm Ph Prudential Myrtle Beach RE - Main Line: (843) 449-9444



GENERAL

1205892
Acreage
LAND
 26A Myrtle Beach Area--south of
 544 & west of 17 bypass M.I.
 Horry County
Price \$239,900
Address 9851 McDowell Shortcut
Address 2 Socastee Township
 Myrtle Beach
State SC
 29588
Use SOLD-INNER OFFICE
For Rent For Sale
Days # 9.28
Lot
Subagent 0
 4

OwnersName Tideland Bank
TypeAgency Exclusive Right to Sell
EstLotSize 552x594x612x916
Sec-Subdiv Not within a Subdivision
Zoning SF6
Tax Map# 190-00-03-056
LegalDsrpt 9851
DeedBkPg#
EstRdFrntg 552
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 38MM30
Assoc Doc 0
HtSh Date 5/30/2013
Orig Price \$239,900

Stipulation of Sale Bank Owned

FEATURES

Description Irregular
Documents on File Plat/Survey, Aerial Photo
Location Land Only
Surface Outside City Limits
Access Blacktop
 State Road

\$ 21,552
per acre

Days On Market 390

Sign On Property Sign On Property, Call Listing Agent
Option Entire Parcel Only
Estimated Lot Size 5-10 Acres

MARKS

Property was acquired through Foreclosure. 9+ acres on McDowell Shortcut Rd. Backs up to Southborough. Located just south of St. James Middle and...
 acres on McDowell Shortcut Rd. Backs up to Southborough. Located just south of St. James Middle and Elementary schools. Buyer to verify all informatio...



NO IMAGE

NO IMAGE

NO IMAGE

NO IMAGE

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AGENT DETAIL VIEW

Agent - Agt Nm Ph Andrew Steel - Cell: (843) 421-6060
 List Ofc 1 - Ofc Nm Ph Vintage Estates Christies - Main Line: (843) 237-5553
 Virt Tour
 How Sold OTHER
 Cont Date 8/20/2009
 Close Date 10/26/2009
 Sold Price \$1,400,000
 Sell Agt 1 - Agt Nm Ph Charles Cooper
 Sell Ofc 1 - Ofc Nm Ph Vintage Estates Christies - Main Line: (843) 237-5553



NO IMAGE

RAL

818091
 Acreage
 LAND
 278 Murrells Inlet - Horry County
 Price \$1,600,000
 Address 0 TPC Boulevard
 Address 2 Murrells Inlet
 SC
 29577
 is SOLD-INNER OFFICE
 Rent For Sale
 # 20.20
 \$
 Lots 67
 Subag 5
 5
 om No
 sters Brady Stump

OwnersName 707 Land Partners
 TypeAgency Exclusive Right to Sell
 EstLotSize
 Sec-Subdiv Oak Hampton - Murrells Inlet
 Zoning Res
 Tax Map# 194-00-01-075
 LegalDs rpt Phase 2
 DeedBkPg#
 EstRdFrntg
 Elementary Saint James Elementary School
 Middle Saint James Middle School
 High Saint James High School
 Grid Map# 43mm32
 Assoc Doc 0
 HtSh Date 10/26/2009
 Orig Price \$2,300,000
 Opportunity knocks. Builders, developers, investors, Phase 2 of Hampton Oaks is on the market. 67 Home sites are planned and approved.

URES

ir
 Description Public
 Other
 Public
 its on File Plat/Survey, Subdivision Plan
 fence Land Only
 ies to Site Electricity, Water
 ocation Outside City Limits
 Surface Other
 ovements Other
 Access Other
 On Market 465
 ing Sign On Property
 ession Closing
 is of Sale Conventional, Cash
 Option Entire Parcel Only
 ated Lot Size Less Than 1/2 Acre

*Superior location
 showing deep
 from 2009 to 2013
 in land.*

\$69,300.93

ARKS

ir of phase 1 has a 7 day first right of refusal. Call Andrew Steel for more info

rtunity knocks. Phase 2 of Hampton Oaks is on the market. 67 Home sites are planned and approved. Water and sewer are in place. Need to complete ...



NO IMAGE



NO IMAGE

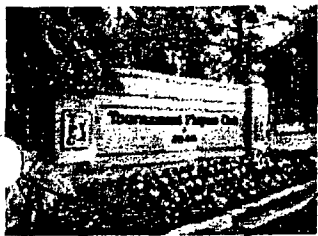


NO IMAGE



NO IMAGE

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Agent - Agt Nm Ph
List Ofc 1 - Ofc Nm Ph

John Draughn - Cell: (843) 455-0444
Coldwell Banker Commercial Chi - Main Line:
(843) 272-8700
Virtual Tour Address
CASH
12/18/2012
3/26/2013
\$1,200,000
Deck Dargan - Cell: (843) 685-1589
Dargan Real Estate - Main Line: (843) 712-2585

Virt Tour
How Sold
Cont Date
Close Date
Sold Price
Sell Agt 1 - Agt Nm Ph
Sell Ofc 1 - Ofc Nm Ph

LAL

1219108
Multi-Family Lot
LAND
27B Murrells Inlet - Horry County
rice \$1,300,000
ss Stonegate @ Prince Creek
ss 2

Murrells Inlet
SC
29576
SOLD-CO-OP BY CCAR MEMBER

Rent For Sale
32.31
\$92,800

ots 118
ubagt 0
2.5

om No
iters

JRES

r
escription
r
s on File
ence
es to Site
ocation
Surface
vements
ional Information
Access
On Market 113

Public, Other
Wooded
Public
Plat/Survey, Legal Description, Topography Map, Aerial Photo, Subdivision Plan, Restrictions, Other
Land Only
Electricity, Water, Sewer, Phone, TV Cable, Underground, Utilities
Outside City Limits, On Golf Course
Blacktop, Other
Driveway, Other
Cleared
Easement Only, COUNTY ROAD

ing
ission
s of Sale
Option
ated Lot Size 10-25 Acres

Call Listing Office, Sign On Property, Call Listing Agent
Closing
Conventional, Cash
Entire Parcel Only

RKS

OwnersName 5th/3rd Bank
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Prince Creek
Zoning PUD
Tax Map# 194-00-01-174
LegalDsrt Parcels 2A & 2B
DeedBkPg# 3297/1194
EstRdFrntg
Elementary Burgess Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 43NN31
Assoc Doc 4
HtSh Date 3/27/2013
Orig Price \$1,300,000

Stipulation of Sale Bank Owned

TPC, upscale

\$37,140.20
per acre

superior, golf course,
electric, water, sewer
to site

: Prince Creek is the #1 Golf Course and new home subdivision on the Grand Strand. This former Epcon - Stonegate community has been through fore...



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H
M



Agent - Agt Nm Ph Denise Coleman - Cell: (843) 222-4827
List Ofc 1 - Ofc Nm Ph Garden City Realty, Inc - Main Line: (843) 651-0900
Virt Tour
How Sold CASH
Cont Date 9/4/2012
Close Date 9/28/2012
Sold Price \$350,000
Sell Agt 1 - Agt Nm Ph Christopher Hanna - Cell: (843) 251-5710
Sell Ofc 1 - Ofc Nm Ph Coldwell Banker Chicora Briar - Main Line: (843) 272-8700

NERAL

S # 1212705
pe Acreage
iss LAND
ea 26A Myrtle Beach Area--south of
544 & west of 17 bypass M.I.
Horry County
k Price \$346,500
dress TBD off Freewoods Rd
dress 2 92 +/- acres Freewoods Road
y Myrtle Beach
ate SC
i 29588
atus SOLD-CO-OP BY CCAR MEMBER
le/Rent For Sale
res # 92.00
re \$
of Lots
L Subagt 0
F 3

OwnersName Corp
TypeAgency Exclusive Right to Sell
EstLotSize
Sec-Subdiv Not within a Subdivision
Zoning Agri/for
Tax Map# 190-00-01-018
LegalDsrt Tract 1 Freewoods Rd
DeedBkPg# Plat book 236 Page 265
EstRdFrntg
Elementary Saint James Elementary School
Middle Saint James Middle School
High Saint James High School
Grid Map# 37KK30
Assoc Doc 0
HtSh Date 10/5/2012
Orig Price \$346,500

Stipulation of Sale Bank Owned

ATURES

wer Public
t Description Irregular, Wooded
itn Public
to Site Electricity, Water, Sewer, Utilities
Location Outside City Limits
ad Surface Blacktop
ad Access State Road, COUNTY ROAD, Other

ys On Market 59

owing Sign On Property
ssession Closing
rms of Sale Conventional, Cash
le Option Entire Parcel Only
imated Lot Size 25 or More Acres

MARKS

ker acknowledges that Seller acquired property as a result of foreclosure, by a deed in lieu of foreclosure, or otherwise similar procedure or transaction. ...

re Find of Acreage of this size in the Myrtle Beach Area. ideal for development or certainly Acreage for individual looking for space. Possible small area of ...

*Very similar
property.*

\$3,804.35



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50167

JAYROE APPRAISAL COMPANY
REAL ESTATE APPRAISERS AND CONSULTANTS

PHONE: (843) 497-7158
FAX: (843) 497-3765

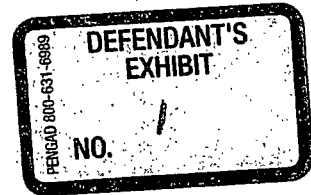
1601 OAK STREET SUITE 204
MYRTLE BEACH, SOUTH CAROLINA 29577

April 4, 2014

Patsy Crock
13006 W. Scotts Drive
El Mirage, AZ 85335

RE: 61.5 acres, McDowell Shortcut Road

Ms. Crock:



At your request, I have formed an opinion of market value for a 61.5 acre vacant tract of land located on McDowell Shortcut Road, near Murrells Inlet, in Horry County, SC. The purpose of this appraisal was to provide an opinion of market value in fee simple for the subject property, as is, effective March 31, 2014. The intended use of this appraisal report is to assist the client in decision making processes involving the subject property including but not limited to, a potential listing of the property for sale. The intended user is identified as Patsy Crock and/or her assigns.

This report is considered to be a Restricted Appraisal, as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). This report is not intended for any third party use and may not be properly understood without additional information in the appraiser's work file.

As a result of my investigation into those matters which affect market value, and by virtue of my experience and training, I have estimated that the market value of the fee simple interest in the subject property, as is, effective March 31, 2014, was:

ONE MILLION NINE HUNDRED TEN THOUSAND DOLLARS
(\$1,910,000)

Definition of Market Value

Market Value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Scope of Work

The scope of work involved in forming the opinion of value includes an on-site inspection of the property, an analysis of the subject's regional and neighborhood market (development trends, supply and demand forces, etc.), an analysis of the subject's highest and best use and a comparison of the subject with similar vacant land sales which have recently occurred in the subject's market area. Given the format and intended use of the report, not all data collected and analyzed is included in the narrative, but is contained within the appraiser's work file. Given the type of property, the Sales Comparison approach is the only applicable approach in the valuation process.

Effective Date of Appraisal

The effective date of this report is the date of last inspection, or March 31, 2014.

Type and Address

The subject property is located on McDowell Shortcut Road, approximately one-half mile north of Tournament Boulevard, near Murrells Inlet, Horry County, SC. Subject consists of a vacant tract of land containing 61.5± acres.

Legal Description

No legal description was provided. The subject is identified as TMS No. 194-00-02-036 by Horry County.

Property History

The subject property is owned by the Estate of Lewis Small. No transfers of ownership were discovered within three years of the effective date. I am unaware of any current listings for sale.

Assessment and Taxes

Tax parcel number 194-00-02-036. The current assessed market value is \$958,100. The subject is taxed at a farm use value of \$13,050. The 2013 taxes were

¹ _____ Office of the Comptroller of the Currency, 12 CFR Part 34, Subpart C "Real Estate Appraisals" (8/24/90), pursuant to FIRREA, Public Law 101-73, Title XI (8/18/89).

billed and paid in the amount of \$141.07. Since the property is taxed at a use value, it would be subject to roll-back taxes if developed.

Neighborhood Analysis

The subject is located in southern Horry County, just west of US Highway 17 Bypass near the Murrells Inlet community. The neighborhood boundaries are considered to be US 17 Bypass to the east, the intersection of US 17 Bypass and SC Highway 707 to the south, SC 707 to the west and Holmestown Road to the north. The neighborhood is largely suburban in character, with commercial uses located along the major and secondary arterials. The neighborhood includes several golf courses with surrounding residential developments, including Indigo Creek, International Club, the TPC at Prince Creek and Blackmoor. The predominant land use is single-family residential, with some multi-family uses (mainly in the golf communities) and scattered, destination-based commercial uses. Home values and median household income levels are generally above the County average.

Of the four neighborhood phases, the subject is considered to be in a growth phase, with growth stalled due to economic conditions. Recent improvement has been noted in the housing market, with increases in average home values occurring in 2013 for the first time since 2007.

Site Data

<u>Size</u>	±61.5 acres, per County records. No survey was available.
<u>Easements</u>	None noted upon inspection. ✓
<u>Topography</u>	Level, wooded and at road grade. Adequate drainage. No wetlands noted based on review of soil maps and infrared aeriels.
<u>Utilities</u>	All available.
<u>Access</u>	Approximately 1,300 feet along McDowell Shortcut Road (two-lane, paved county road).
<u>Zoning</u>	Commercial Forest-Agriculture (CFA), front 30.2 acres & Planned Unit Development (PUD), rear 31.3 acres. The rear portion was included in the International Club PUD in 1996.
<u>Flood Zone</u>	Map No. 45051CO 731 H. Zone X

Subject Photos



Front of subject



Front of subject



Aerial

Highest & Best Use

Based on my analysis of the legally permissible, physically possible, financially feasible and most productive uses of the property, it is my opinion that the highest and best use of the subject is a medium density single-family use, or a mixed-use development that would incorporate some limited commercial uses at the road frontage.

While the PUD zoning may allow for higher density development, there is limited demand for this type use in the current market. With the exception of a few areas in the local market, purchasers of land zoned for multi-family development have not been willing to pay significantly higher prices for higher density potential. New development activity in the Myrtle Beach market has been largely in the single-family sector, and most notably in the entry level to mid-priced segments.

The target market for the subject would be home builders and developers. These purchasers have been recently acquiring partially-developed subdivisions that were halted when the market turned in 2007. As the market continues to improve and the supply of these properties decreases, the subject's demand will increase. A potential marketing period could extend to 12 months.

Investor holding for future development once market conditions improve further is also considered to be a highest and best use.

Valuation Process

The Sales Comparison Approach was used to provide an opinion of value for the subject. This approach is based on the premise that a prudent buyer would pay no more for the subject property than he would for an equally desirable substitute property similar in size, shape, location and utility (i.e., usefulness). Also known as the Market Approach, the value estimate for the subject property is made by comparing recent sales of similar properties with the subject property on some basis such as price per square foot or price per unit, and then adjusting for differences in location, date of sale and physical characteristics.

Several recent sales of similar vacant land tracts with similar highest and best uses were selected for comparison. All sales chosen occurred from late 2012 to present. Details of the sales used for comparison are contained in the work file. The adjustment grid is included on the following page.

Sales Comparison Analysis

	Subject	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4	Land Sale 5
Location	McDowell Shortcut Rd, Murrells Inlet	Brookgate- McDowell Shortcut Rd	Mallard Landing Vllg, Surfside	Players Vllg, Prince Creek	Pickering Dr, International Club	Forestbrook Rd (Minnicks)
TMS No.	194-00-02-036	194-00-02-037	191-33-01-186	194-00-01-173	194-00-02-109	179-00-02-062
Deed Ref.	N/A	3695/902	3702/3032	3696/2496	3618/1443	3629/2452
Size-Gross Ac's	61.50	31.23	16.73	19.31	14.10	82.18
Wetlands	-	-	-	3.54	3.00	7.20
Net Uplands	61.50	31.23	16.73	15.77	11.10	74.98
Zoning/Density	CFA/PUD	SF 8.5	PUD (SF)	PDD (TH)	PDD	SF-5
Sale Date	N/A	10/23/13	12/05/13	12/11/13	11/02/12	12/31/12
Sale Price	N/A	\$ 1,200,000	\$ 585,550	\$ 575,000	\$ 317,500	\$ 1,100,000
SP/Gross Acre		\$ 38,425	\$ 35,000	\$ 29,777	\$ 28,604	\$ 13,385
Trans. Adj's						
Property Rights	Fee Simple	0%	0%	0%	0%	0%
Adjusted SP/Ac		\$ 38,425	\$ 35,000	\$ 29,777	\$ 28,604	\$ 13,385
Financing	Market	0%	0%	0%	0%	0%
Adjusted SP/Ac		\$ 38,425	\$ 35,000	\$ 29,777	\$ 28,604	\$ 13,385
Cond's of Sale	Arm's Length	10%	0%	10%	0%	0%
Adjusted SP/Ac		\$ 42,267	\$ 35,000	\$ 32,755	\$ 28,604	\$ 13,385
Market Conditions	Stable	0%	0%	0%	5%	5%
Adjusted SP/Ac		\$ 42,267	\$ 35,000	\$ 32,755	\$ 30,034	\$ 14,055
Physical Adj's						
Location	Good/Suburban	0%	0%	0%	-5%	15%
Size	61.50	-5%	-10%	-10%	-10%	0%
Zoning/Density	PUD/CFA	5%	5%	5%	5%	5%
Topography	No wetlands	0%	0%	10%	10%	5%
Utilities	All available	-10%	-5%	-5%	0%	0%
Physical	Typical	0%	0%	0%	0%	0%
Net Adjustments		-10%	-10%	0%	0%	25%
Ind Value/Acre	\$ -	\$ 38,040	\$ 31,500	\$ 32,755	\$ 30,034	\$ 17,568

Mean of Adjusted Sales \$ 33,082

Indicated Value of Subject

Area-Acres	61.50
Value Per Acre	\$ 31,000
Value Indication	\$ 1,906,500
Rounded to	\$ 1,910,000

Discussion of Adjustments

Three year sales history of comparables:

	<i>Date</i>	<i>Deed Ref</i>	<i>Grantor</i>	<i>Grantee</i>	<i>Sale Price</i>
Sale 1	8/24/11	3637/1841	T&J Builders, Inc.	Redus SC Coastal, LLC	\$5.00
Sale 3	2/23/12	3602/3151	Fife Golf Villas, LLC	BNC Bank	\$5.00
Sale 5	10/9/12	3612/2669	Cottonpatch Timber Co., LLC	Minnick 82, LLC	\$750,000
	5/11/12	3583/2832	Leonard, Griggs & Assoc, LLC	Cottonpatch Timber Co., LLC	\$750,000
	3/20/12	3574/1095	Atlas SC I Spe, LLC	Leonard, Griggs & Assoc, LLC	\$750,000

Transaction: Sales 1 and 3 were bank-owned and were each adjusted upward for seller motivation and limited marketing periods. Sales 4 and 5 were adjusted upward 5% each for improving market conditions within the residential segment.

Location: Sale 3 was adjusted a minus 5% for its golf course frontage. Sale 5 has an inferior location off Forestbrook Road.

Size: Adjustments based on the tendency for larger tracts to sell for less per unit area than comparable smaller tracts.

Zoning: Each sale was adjusted upward 5% to account for its commercial potential. No significant premium appears warranted for the higher density zoning/approvals for Sales 3 and 4.

Topography: Based mainly on the amount of wetlands within the comparable sales. Site Tech-One Source was used to identify and estimate wetlands. Subject appears free of wetlands.

Utilities: Subject and all sales have access to water, sewer and other utilities. Adjustments made to Sales 1, 2 and 3 are based on the front-loaded infrastructure which resulted in lower development costs. These were future phases of existing projects.

Reconciliation: Sales 1 and 2 were future phases of on-going single-family developments. Other similar sales in our files in different areas are generally within the \$25,000 to \$35,000 per acre range. Sale 5 has limited infrastructure, as does the subject, but is located in an inferior area. The subject's value is reconciled in the middle to lower portion of the range of adjusted sales at \$31,000 per acre, or \$1,910,000 (rounded).

CERTIFICATE OF APPRAISAL

The undersigned hereby certify that, to the best of our knowledge and belief; the statements of fact contained in this report are true and correct; that the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions; that we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved; that we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment; that our engagement in this assignment was not contingent upon developing or reporting predetermined results; our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client; the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal; that our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), Standards of Professional Practice of the Appraisal Institute; and that no one provided significant professional assistance to the persons signing this report.

This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the loan.

The use of this report is subject to the requirements of the Appraisal Institute relating to peer review by its duly authorized representatives.

We do not authorize the out-of-context quoting from or partial reprinting of this appraisal report; and neither all nor part of this appraisal report shall be disseminated to the general public by use of any public communications media without the prior written consent of the undersigned appraiser.

As of the date of this report, J. Brian Donovan has completed the requirements of the continuing education program of the North and South Carolina Real Estate Appraisers Boards.

The subject of this appraisal report is located on McDowell Shortcut Road in Murrells Inlet, Horry County, South Carolina. The subject consists of a vacant tract of land containing approximately 61.5 acres.

The undersigned State Certified General Real Estate Appraiser, J. Brian Donovan, certifies that he has personally inspected the subject property. The client is advised that we have performed previous appraisal services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. The undersigned have no prospective interest in the subject or the parties involved.

As a result of my investigation into those matters which affect market value, and by virtue of my experience and training, I have estimated the market value of the fee simple interest in the subject property, "As Is", effective March 31, 2014, was:

**ONE MILLION NINE HUNDRED TEN THOUSAND DOLLARS
(\$1,910,000)**

Respectfully Submitted,

JAYROE APPRAISAL COMPANY

A handwritten signature in cursive script, reading "J. Brian Donovan", is written over a horizontal line.

J. Brian Donovan

State Certified General Real Estate Appraiser

Certification Numbers: CG 3798 (SC)

A 6432 (NC)

QUALIFICATIONS OF THE APPRAISERS

Qualifications of J. Brian Donovan
JAYROE APPRAISAL COMPANY
1601 Oak Street Suite 204
Myrtle Beach, South Carolina 29577
Phone: 843-497-7158 Fax: 843-497-3765

• EDUCATIONAL BACKGROUND

Chamberlain High School
Tampa, Florida

Graduate, 1983
Graduation Marshall, Top 10% of Class

University of South Florida
Tampa Florida

Pre-Med program, 1983-1987

South Carolina Institute of Real Estate
Columbia, South Carolina

L1, Foundations of Real Estate Appraisal, 1997
L2, Appraising the Single Family Residence, 1998
L3, Standards and Ethics, 1999

JT & T Seminars
Pawleys Island, South Carolina

C1, Introduction to Income Property Appraisal, 2001
C2, Advanced Income Capitalization Procedures, 2001
C3, Applied Income Property Valuation, 2001

♦ APPRAISAL SEMINARS : THE APPRAISAL INSTITUTE

- Supporting Capitalization Rates, 2003
- National USPAP Update, 2003
- Rates and Ratios, 2004
- Eminent Domain, National USPAP Update, Condo Hotel Valuation, 2005
- Motel Valuation, 2006
- Subdivision Valuation, 2006
- USPAP Update, Federal Land Acquisitions (Yellow Book), 2007
- Business Practices & Ethics, 2008
- USPAP Update, 2009
- Even Odder-More Oddball Appraisals, 2010 (McKissock)
- Mortgage Fraud, 2010 (McKissock)
- Private Appraisal Assignments, 2010 (McKissock)
- USPAP Update, 2011

• PROFESSIONAL EXPERIENCE

Jayroe Appraisal Company, Myrtle Beach, South Carolina 1996 to present
Research Associate, Data analyst, Market demographic studies, Appraiser

• TYPES OF PROPERTY APPRAISED

- Motels
- Apartments
- Restaurants
- Auto Dealerships
- Golf Courses
- Acreage
- Subdivisions
- Manufacturing/Industrial
- Shopping Centers
- Retail Stores
- Condominiums
- Residential

• SAMPLE OF PROPERTIES APPRAISED:

- | | |
|---|------------------------------------|
| • Wachesaw East Golf Course | Murrells Inlet, South Carolina |
| • Wild Wing Plantation | Conway, South Carolina |
| • Colonial Mall | Myrtle Beach, South Carolina |
| • Barefoot Landing, Phase III | North Myrtle Beach, South Carolina |
| • Jordan Care Assisted Living | Conway, South Carolina |
| • Addys Harbor Dodge | Myrtle Beach, South Carolina |
| • Wild Water & Wheels | Surfside Beach, South Carolina |
| • Holiday Inn West | Myrtle Beach, South Carolina |
| • Days Inn | Various locations within SC |
| • Microtel Inn | Myrtle Beach, South Carolina |
| • Sand Castle Oceanfront Resort | Myrtle Beach, South Carolina |
| • Queens Harbour Office Park & phases | Surfside Beach, South Carolina |
| • The Galleria Shopping Center | Myrtle Beach, South Carolina |
| • Alligator Adventure | North Myrtle Beach, South Carolina |
| • Anderson Ocean Club & management contract | Myrtle Beach, South Carolina |
| • Oceans One Resort & management contract | Myrtle Beach, South Carolina |

References Available Upon Request

GENERAL ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the consultant and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of legal nature affecting title to the property nor is an opinion of title rendered.
4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appear to be dubious and when it is critical to the analysis, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the consultant.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within this report. The property is analyzed as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless noncompliance is stated, defined and considered in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in this report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the bounds of property lines of the property described and that there is no encroachment or trespass unless noted in this report.

GENERAL LIMITING CONDITIONS

1. The consultant will not be required to give testimony or appear in court because of having made this analysis, with reference to the property in question, unless previous arrangements have been made thereof.
2. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the consultant and, in any event, only with proper written qualifications and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements, if any, applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. No environmental impact studies were either requested or made in conjunction with this analysis, and the consultant hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the consultant. Nor shall the consultant, firm or professional organization of which the consultant is a member be identified without written consent of the consultant.
6. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of such substances as **asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials** may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for them. The client is urged to retain an expert in this field, if desired.
7. Unless otherwise stated in this report, no pertinent environmental laws affecting the property were made known to the appraiser. Examples of such laws include **wetlands, coastal area legislation, clean water legislation and clean air legislation**. Since the appraiser does not possess the expertise to identify these factors, a survey or proper certification by governing authorities is recommended to indicate areas of concern. Presence of wetlands, or any other environmental concern, may affect the value of the property.
8. Acceptance of this report signifies acceptance of the foregoing "General Assumptions" and "General Limiting Conditions" presented in this report.
9. In the event that any material data provided the appraiser is found to be erroneous, the sole responsibility of Jayroe Appraisal Company is to provide an amended appraisal report based upon corrected data.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN COURT OF COMMON PLEAS
CASE NO.: 2012-CP-26-09832

DEWEY LEE SMALL,

Plaintiff,

vs.

MAXINE JOHNSON, ET AL.,

Defendants,

SPECIAL REFEREE HEARING

DATE TAKEN: September 29, 2014
TIME BEGAN: 10:00 a.m.
TIME ENDED: 11:00 a.m.
LOCATION: Horry County Courthouse
1301 Second Avenue
Conway, SC 29526
REPORTED BY: Sammi Encarnacion
Court Reporter
Notary Public for South Carolina

 **COPY**

SAMMI ENCARNACION COURT REPORTING

2916 TIMROD RD.

CONWAY, SC 29527

P: 714-732-8869

E: SENCAR03@GMAIL.COM

*Any court, party, or person who has purchased a transcript may, without paying a further fee to the reporter, reproduce a copy or portion thereof as an exhibit pursuant to court order or rule or for internal use, but shall NOT otherwise provide or sell a copy or copies to any other party or person.

APPEARANCES:

N. David DuRant, Esquire
N. David DuRant & Associates Pa
1801 Glenns Bay Road
Surfside Beach, SC 29575

Charles O. Nation, II, Esquire
Nation Law Firm
317 Screven Street
Georgetown, SC 29440

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Exhibits:

(No exhibits introduced.)

1 MR. NATION: May it please the Court, your Honor, my name
2 is Charles Nation. I am here on behave of two of the four
3 clients previously represented by hearing here in May. Jack
4 Scoville, at the time, had been representing for fourteen
5 years. I believe an order was issued, and after the order was
6 issued, Mr. Scoville filed a motion for reconsideration and
7 moved to be relieved. The two orders have been signed by you,
8 your Honor. One order was a consent order for two of those
9 four clients. And the other order was addressing
10 representation of two clients. I cannot say because I really
11 haven't looked at the status of the other people, but I
12 believe that the other defendants would be unrepresented or
13 they would have answered in the ruling before the Court to the
14 final order, which is the subject as to the motion of appeal.
15 Having said that, I think in court today, your Honor, just
16 Patsy Crock, Mr. Small, one of the clients escapes me
17 currently, and the other person is not here. So three of the
18 heirs of law are present. While I will be making a motion,
19 ultimately, I wanted to just bring to the Court's attention,
20 Mrs. Crock, Patsy Crock, wrote to the court, I think to you,
21 your Honor, asserting some grounds as well. Mr. Scoville's
22 motion for notice takes the position that it is in fact
23 grounds that could be argued, and I'm going to suggest that
24 it's in the file and call it to your attention for that
25 purpose only. Now with regard to the motion, I think as I

1 understand the law, your Honor, I am arguing a motion based on
2 evidence presented at this Court and I could not have the
3 opportunity to reintroduce evidence by consenting parties. To
4 the extent, that's the case. Any affidavit filed about fees
5 should not be considered, unless the Court gives us our side
6 costs and expenses. I have my clients' wants to look at. The
7 affidavit of Mr. DuRant's attorney's fees, one might look at
8 it as a filed document that should have been presented. That
9 would be an agreement I'm not aware of or evidence I'm not
10 aware of, with exhibits filed in Court after the hearing,
11 which was not submitted into evidence at the time of the
12 hearing and should not be considered. But if the Court would
13 allow my side, which would be Patsy Crock and the other
14 people, just an affidavit of the fees and expenses that they
15 have put in in support of the order or in support of the
16 property ---

17 THE COURT: Let me interupt you. Spent since the
18 hearing?

19 MR. NATION: Time spent since the order.

20 THE COURT: Since the order? You say it wasn't
21 introduced at the first hearing?

22 MR. NATION: Well, I'm not trying to. I'm an attorney,
23 and I want to know if Mr. DuRant's fees are ordinary or
24 abnormal. If you know, is it required that the attorney's
25 fees be at the expense of my clients after the motion to be

1 relieved was granted? It has come to my attention a
2 substantial money sum is up for the property. That evidence
3 was never represented at the Court.

4 THE COURT: Right.

5 MR. NATION: Now you know to what extent it comes into
6 the fundamental costs and to the extent it bares upon
7 the ruling. With regard to the affidavits, I mean, the
8 Court's going to look at the evidence. I get that. And
9 they are going to look at the affidavit which supports the
10 ruling. I get that. If the Court accepts it, and perhaps is
11 going to accept it on that, then the affidavit is in support of
12 today. I don't know if the court will permit Mr. DuRant's
13 affidavit, or even if it's going to look at it. To note, I
14 mean it's not so much my attorney's fees as it is fees to put
15 evidence into the record to what was paid by my clients to support
16 the property.

17 THE COURT: So what exactly are those fees for?

18 MR. NATION: To the other things.

19 THE COURT: Other things? I don't mean to keep
20 interrupting you, but I'm trying to keep up. So they are only
21 for fees relating to findings?

22 MR. NATION: That's correct, your Honor. That we have
23 advanced and incurred; that includes your fees, the court
24 reporter's fees, I mean everything. And as you've indicated,
25 because of the ongoing affidavit for those additional costs

1 through today's date, which you know it's pretty standard and
2 normal fees, and the affidavits up until after the case.
3 I am unfortunately burdened with, and I admit my clients as
4 well, with the fact that I didn't try the case, I didn't
5 present the evidence, I am just arguing the motion contained
6 by the motion that was filed and contained by the evidence
7 that is put into record. Simply stated, I understand the
8 affidavit of attorney fees and I understand that I have looked
9 at the transcript of record and the exhibits, and nowhere in
10 the transcript and nowhere in the exhibits do I see the
11 information that would be necessary to support the order with
12 regard to attorney's fees. I do see, you know, there is a
13 contingency agreement attached to the affidavit. My point
14 being that Mr. DuRant has, after the hearing, put into
15 evidence after that which I do not object to unless I am given
16 the opportunity to do it in the same way to present that
17 evidence. And the only evidence that I am looking to put in,
18 if the Court permits it, and the Court might say, "Mr. Nation,
19 prior attorneys have had the chance to do it and so I will not
20 let it in." So I am using the edge, if I have an edge, of
21 Mr. DuRant's post-trial affidavit filing to bring more
22 evidence to the table; but not any evidence that the court
23 wouldn't want to see anyway with regard to supporting the
24 ultimate costs paid by all the heirs to support property so
25 that those divisions can be made in the order. If it is going

1 to be made. That is my position.

2 Now, if the Court looks at Mr. Scoville's motion for
3 reconsideration. It has five grounds and five requests. And
4 I am just going to go through these briefly. That the parties
5 -- that the Court's order in requiring the deeds contained
6 their interest in properties not subject to litigation. I
7 think Mr. Scoville's position is simple in that. If you look
8 at the pleadings filed by Mr. DuRant, the pleadings request an
9 order that quiets the title to more than one piece of
10 property. That piece of property is sixty acres. The piece
11 of property that is subject to the sale in the order is sixty
12 acres large, plus or minus; maybe sixty-one point five, your
13 Honor.

14 There are other pieces of property that are owned or were
15 owned by the decedent in the case that are really not
16 addressed in the -- in your order, except with regard to cross
17 deeds. Now, I think Mr. Scoville's position, and I'm arguing
18 a position that he's protected in the motion, is that the --
19 that the order requires the parties, all the parties, to sign
20 deeds conveying their interest in properties that are not
21 subject to this litigation. I think -- I think that the --
22 there is no discrepancies that I saw, number 1. Number 2,
23 there is a cause of action or an allegation in the complaint
24 that says look we want these five tracts or these six tracts
25 quieted, but those pieces of property are not addressed

1 ultimately here in the -- in the order, and to the extent they
2 are not addressed, my position would be that they need to be
3 addressed because a partition action needs to address all the
4 pieces of property. Now, the second problem is that the
5 payment of attorney's fees and expenses unrelated to the
6 litigation which are outside the jurisdiction of the court.
7 Your Honor, this case started in 1984. I'd ask you to
8 take judicial notice of probate court proceedings in the
9 file. One exhibit of which was in this -- was introduced by
10 Mr. DuRant. In 1984, the decedent passed away and in 1984, I
11 think, Mr. Dewey Small one of the fourteen heirs applied and
12 became the personal representative. Thereafter, the estate
13 was closed. Advance forward a long time, maybe 30 years, a
14 motion was made in probate court to reopen the estate. The
15 estate was reopened and an action was commenced in a probate
16 court to sell the property; to sell the sixty acres which is
17 the subject of this partition. All of the heirs, I think,
18 answered in that partition, and then Mr. DuRant filed a notice
19 of dismissal in probate court. After that notice of
20 dismissal was signed, Judge Deidra Edmonds said, "You have to
21 make a motion." Judge Edmonds ultimately signed an order based
22 on Mr. DuRant's motion on the Rule 12(b)(8), which is a
23 jurisdictional question. And essentially what David did,
24 artfully, Mr. DuRant rather, was having commenced an action
25 for the sale of property in probate court. He then commenced

1 an action for partition because all, in my opinion, all of
2 these heirs have raised issues, filed the action himself after
3 filing in the probate court, and he used 12(b)(8) to dismiss
4 the probate court action; which I can't argue, but I would
5 have argued if I were in the case at that time. The
6 proceedings then come from the probate court to the circuit
7 court under the partition action. And here is the tug-of-war
8 going between the probate court, or there will be, with regard
9 to the proceeds and sale and the authority of all of the rest
10 of it.

11 Now, the fees which are expressed in the Court's order,
12 and I'm not going to touch this right now, but on pages four
13 and five of your order, your Honor, drafted by Mr. DuRant, all
14 of the fees and expenses that are listed there, not all of
15 them necessarily, come out according to your Court's order --
16 this Court's order, off of the top with the quote unquote net
17 proceeds, the proceeds that would otherwise would be the net
18 proceeds from a closing statement going with the probate
19 court. Fundamentally, my position today would be that the
20 order is, respectfully, erroneous insofar as you are taking
21 expenses, which are either time-barred and should be
22 determined in probate court, and prepaying them to the
23 detriment of my clients. And I would just ask that if the
24 Court recrafts the order that all of the expenses to be paid,
25 whatever those expenses are, whether those expenses also

1 include the expenses allowed by an affidavit after the fact,
2 which you know the court may very well deny, I understand
3 that, be held in an escrow account to the purchaser to be
4 ultimately transferred to the probate court. Because
5 currently, Mr. Dewey Small is serving without a bond.

6 Now there is one thing, he can't run away with the
7 property, your Honor. I'm not suggesting that Mr. Dewey Small
8 would do anything inappropriate, but for the protection of my
9 client, I fully intend to be moving for the establishment of a
10 bond if the Court orders that the property be sold only to
11 protect the funds. Now, fundamentally, everybody in Court
12 when I was not here agreed that it would be in the worst
13 interest, certainly not in the best interest of the clients,
14 to sell the property by public auction. Nobody that I know of
15 in this courtroom wants the property sold at public auction.
16 It would be to the detriment of all of them because not one of
17 them, or necessarily a group of them, can afford to come up
18 with cash to buy this particular piece of property.

19 Now, if the Court, and I know the Court, Judge, you --
20 you've practiced law for so long, and I'm not calling you old,
21 obviously, but we have been in the pit together before and
22 you've done many, many partition actions and at the very end
23 the choice is unlimited. This order addresses a contract
24 which I understand now is void, it's been terminated. And
25 there is, apparently, because Mr. DuRant has kindly informed

1 me of this, he is going to be discussing some new contract.

2 Well, we know that on a partition action, any contract coming
3 into the court may have conditions and probably will have
4 conditions ultimately the payment of the money being the last
5 condition. It is possible in a private sale, and I've done
6 this before in my practice where you know you can go back to
7 the Court and back to the Court for permission to execute a
8 particular order because of the partition statute. Your Honor
9 has the ability to do that. Well there isn't -- there seems to
10 be an agreement among the parties that the property cannot be
11 divided in kind. It's not that the property cannot be divided
12 in kind, your Honor, it's that it cannot be divided in kind
13 without manifest injury to the parties with regard to the
14 value. So I don't know what anybody else would say, but I can
15 tell you, and I have told Mr. DuRant this, that the clients I
16 represent want the property sold. They want the property sold
17 for the highest price, and given the fact that there are two
18 large unknowns that will determine and drive the price, your
19 Honor. Mr. Scoville's position, I think, argued to this Court
20 in the motions heard and probably denied because I think it
21 was a motion for directed verdict. And his opening and
22 Mr. DuRant's response, lead me to conclude that his position
23 was the property ought to be placed on the open market for
24 some period of time before it was sold. Now, notwithstanding
25 that the contract that was apparently introduced into

1 evidence, I think, is for the sale of property a sum in excess
2 of \$2,000,000. The number I'm hearing now on the new contract
3 is less than that, and I understand that. If there is a
4 contract, I don't know. To the extent that's the case, the
5 two driving forces -- the three driving forces that would
6 determine value, honestly. If you take the position, and I'm
7 asking the Court to document this position, that all of the
8 fees and the expenses that would otherwise be owed on this
9 transaction other than deed statutes, I was going to say,
10 including Mr. Durant's fees, which he wants to get paid at the
11 closing so he doesn't have to deal with that in the probate
12 court, I understand that. Okay, if you take that position in
13 my case, sir. What I'm saying is this, we know that the Court
14 in a partition action can set attorney's fees. We know that
15 the Court in a recent Supreme Court decisions can even take
16 into consideration the fees and the expenses of the losing
17 party, or the nonprevailing party, and lump those in and
18 allocate them as appropriate. Those fees and expenses, your
19 Honor, are based on an affidavit of attorney's fees where I
20 come from.

21 Now if you look at the order, the order allows for a 10%
22 commission, which is akin to a contingency fee which is Exhibit
23 B to the affidavit introduced by David DuRant, which might
24 very well be already in evidence depending on how the Court
25 rules. There is nothing wrong with a 10% fee. Nothing at

1 all. I'm not suggesting that he hasn't earned it either. I
2 have. I do suggest to the Court, look at the affidavit of
3 attorney's fees he's put it in. Look at Exhibit B attached
4 thereto and compare the two. Give Mr. DuRant even \$250 or
5 \$350 or \$450, make it \$500. And if you take the \$500 per
6 hour, which is an exorbitant fee unless you're in Horry
7 County, and multiply it by 192 hours as in his affidavit, he
8 comes in far less than \$180,000, your Honor. So the question
9 really is: Is Mr. DuRant owed the money? Probably. I don't
10 know. I have to contest it when my client is contesting
11 \$180,000. I'm sorry for that. But which Court should
12 determine whether Dewey Small's contract, as the personal
13 representative with Mr. DuRant, should be honored to the tune
14 of 10%?

15 Now clearly you will order attorney's fees, and you have
16 the discretion, I'm sure, to order 10% of the fees, which
17 apparently -- that apparently, is reflected in page 4 of your
18 order. There is a fundamental discrepancy between the order
19 that orders 10% of the gross sales price, which is no longer
20 the gross sales price, because the sale price of \$2,000,000 is
21 now in the past. That contract, as I understand it, has been
22 terminated. If it's 10% of whatever the gross sales price is,
23 and if it is 10% than so be it. But that 10% is fundamentally
24 in opposition to the affidavit of attorney's fees and Mr.
25 DuRant might disagree with me on that. That's number 1.

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1 Number 2, we know contingency fees are usually for risk. My
2 position is, if you compare this case, sixty acres and more,
3 as being a fund, akin to an insurance company that is going to
4 pay the liability on the drunk man that just drove over your
5 client. The contingency fee known at 33% to 10% is an
6 unreasonable sum. But in partition actions, your Honor, and
7 more particularly in the probate court, either you, your
8 Honor, or the probate court judge needs to set the
9 attorney's fees. And the attorney's fees need to be
10 reasonable or they need to be approved as a contract between
11 Mr. DuRant and the personal representative. Now we know that
12 in the probate court, a probate court, any contract between a
13 personal representative and his attorney, in this case Mr.
14 DuRant, those -- those fees you don't need to file a claim.
15 Mr. DuRant can certainly file a claim. And it is quite
16 possible that Mr. Dewey Small could owe the difference
17 between what the court orders here or what the probate court
18 orders later. Because at some point, even Mr. DuRant, when he
19 moved the case from the probate court to this court recognized
20 through an email to Judge Edmonds' law clerk that the estate
21 needed to remain open because funds would be generated from
22 the partition, and those funds would be flowed over from the
23 circuit court or from the closing office there. I'm
24 anticipating that the court agrees that the public auction is
25 not in the best interest of the parties. I'm anticipating

1 that the property will be sold. I'm not sure exactly under
2 what contract or for how much. But if you go back to the
3 three driving forces: One: Time. Mr. Scolville had asked for
4 time to put it on the market. Two other things are important:
5 a survey and a wetlands survey. Now for the life of me, I do
6 not understand why a survey or a wetlands survey have not been
7 produced since 1984, because that's what's driving the value.
8 I can tell you that my clients are prepared to pay the costs
9 for a survey and a wetlands survey. Now I know I'm arguing --
10 not arguing, I want to be very careful not to try to put into
11 evidence what -- these are arguments and not evidence, your
12 Honor. What I'm trying to say is if the Court's duty is to the
13 best interest of the fourteen children of this decedent and if
14 the value can be best determined with a little time, the
15 existence of a wetlands survey and the existence of a survey
16 then I would ask that that time be given. Because we know, I
17 think Mr. DuRant is going to confirm that the acreage under
18 contract for \$2,000,000 and change is no longer under contract
19 for that amount.

20 THE COURT: Aren't you going backwards into the --

21 MR. NATION: Backwards into?

22 THE COURT: Backwards into the -- not being able to get
23 into the -- into new matter or matters that weren't brought
24 up?

25 MR. NATION: No, sir.

1 THE COURT: I don't know. I don't know that I've heard
2 anything about wetlands surveys.

3 MR. NATION: Well, what I'm saying is that -- what I'm
4 saying is that Mr. Scoville asked the Court for time.

5 THE COURT: I understand what you are saying, but I still
6 think that maybe you just can't get into the theory.

7 MR. NATION: The Court might look at that. And I
8 understand. I have to make an argument. Now, the orders of
9 payment of the attorneys' fees and costs are without any
10 findings of facts or conclusions involved. I don't see any
11 findings of fact in your order. I'm sure you might be
12 doing it on the amended order that addresses six factors that
13 we all know need to be addressed in an order. I'm not saying
14 that it could be totally different, but there are no findings
15 in the order. According to this discover. And then, of
16 course, providing for the distribution expenses of the estate
17 and those being approved by the Court.

18 Now, if the judge -- Judge if you look at -- those are
19 the grounds. And of course you can look at the motions and see
20 what Mr. Scoville is asking for in his relief. I think that
21 the court can very easily fix some of what I've raised in the
22 form of an amended order, your Honor. I'm not sure if it
23 changes even the conclusion, but at least it would give an
24 order.

25 Well, what would I like the Court to do based on Mr.

1 Scoville's motion? I would like you to consider the
2 following: Please, your Honor, have Mr. DuRant or both of us
3 or simply order it necessary that Mr. DuRant, with my
4 approval, submit an order that finds the -- who owns the
5 property and what percentages. I've read the transcript and
6 I've looked at the exhibits and I see nowhere any conclusion
7 that as of today who owns what. Now in a partition action you
8 generally would introduce evidence that says: look, these are
9 it. You know, we've searched the property and these are the
10 -- these are the people that have liens against these fourteen
11 people and these fourteen people owe them. There's no
12 conclusions of findings or fact there. Okay. That's one. I
13 think if the court looks at Paragraph 2 of the findings of
14 fact, I'm just point this out for the Court's education. It's
15 proper for the court to resolve the outstanding issues of the
16 undivided property and approve the sale of real property
17 pursuant to 6233002. Well 6233002 is a probate court section,
18 your Honor. That has nothing to do with this court. This
19 property is being sold on a partition action, which is a whole
20 different stature of conflicts. It is possible. And here is
21 my question for the bedroom. We know that in probate court,
22 and the probate court -- Excuse me, your Honor. Your Honor,
23 there is an action now dismissed in the probate Court to sell
24 the property. There is an action before this Court for the
25 partition of property. There is a rule, we all know it, on

1 the statutes and on the civil -- under the civil procedure
2 that require all the property to get addressed in one order.
3 The sixty acres seems to be the most natural piece of property
4 to sell. And I'm not suggesting that it's not. I'm just
5 suggesting that all the other pieces of property that are
6 being quieted down are not addressed in this action. I'm also
7 -- I'm also suggesting, your Honor, from a jurisdictional
8 argument that this is Mr. Scoville's motion of arguing. That
9 when David DuRant, under the rules and the statutes as we know
10 it, dismissed the action in the probate court, and refiled the
11 action in this Court instead of removing the action from the
12 probate court. The question of jurisdiction is you have the
13 authority to do the probate court, to partition the property
14 unquestionably. You have the authority to create and
15 establish the attorney's fees and the expenses. But there is
16 a dividing line in your order, your Honor, respectfully, I
17 would suggest where some of those expenses are better
18 addressed in probate court with a bond and some expenses are
19 better addressed by you. So I am asking you to look at the
20 attorney's fees affidavit that has been submitted and set fees
21 that are reasonable but not at 10%. I reserved the question of
22 whatever fees Mr. DuRant's owed in probate court.

23 My point is this, your Honor, that your order,
24 respectfully, interprets and construes the will of the
25 decedent. Now that would never be an issue if the case had

1 been removed from the probate court but when the case was
2 dismissed in probate court and commenced as a partition action
3 in this Court to find or to make the findings for the
4 partition presuppose the need for an interpretation of the
5 will, which all the other statutes, that the probate court
6 jurisdiction has. So this question of cross deed, your Honor,
7 I would respectfully suggest that there are -- that the cross
8 deeds question is in your order. It's not really been prayed
9 for in the petition. The need for cross deeds could very well
10 be nonexistent depending on how the probate court would
11 construe the will as a construction issue and, if there is a
12 jurisdictional issue floating and I suggest, I'm asking the
13 court, respectfully to look at that question and make a
14 division with regard to what fees are reasonable and to the
15 extent Mr. DuRant is entitled and may very well get the
16 difference between what this Court orders and what the probate
17 court sanctions in the end, leave that question open for the
18 probate court.

19 Now, going through -- your order is fashioned, your
20 Honor, on a contract that doesn't exist you can refashion on a
21 new contract if that's what the court wants to do. Although
22 here's my fundamental question, and I don't know the answer to
23 it: how does the probate court -- how does the -- how does
24 the circuit court address on a partition theory of private
25 sale after private sale? I've done this in Georgetown with

1 basically moving before the court in sale. We know if the
2 court will accept the straight jacket of no public action.
3 Everybody wants this property sold, but I'm not sure what the
4 contract is going to be. And of course, the longer we wait
5 and the more terms that are existing most every contract I've
6 seen including one that in \$2.4 and it had conditions and it
7 is quite possible that any contract even the one that is now
8 terminated, and even if it was still moving forward could
9 ultimately be terminated under the due diligence theory that
10 was in existence.

11 Now, moving along very quickly now, your Honor, in
12 conclusion, I know that attorneys are well versed, and judges
13 are better versed at looking at the evidence and finding out
14 what is reasonable and unreasonable. I know we work under the
15 Rule Writ of Six Factors and I know that the discretion is
16 with this Court to set the fees anyway that they want to set
17 it. I've raised the question of the discrepancy of the hours
18 and the contingency fee. I've suggested that Mr. DuRant be
19 paid what the court believes is owed of the fees owed of this
20 case and based on the evidence presented. And if there is a
21 deficiency between the contingency fee agreement that that
22 issue be moved to the probate court. It's quite possible that
23 the differential will be, if the court sees it right, I'm
24 asking you to see it or view it, that the probate court would
25 -- would award those expenses. There's another thought, your

1 Honor. There is this thought of who pays for the 5%. We know
2 that in probate court that a personal representative, if he
3 converts real property in this state he could be entitled to
4 5% of the gross proceeds. So depending, I'm not sure who is
5 going to pay that 5%. I mean, is it that Mr. Dewey Small has
6 signed an agreement that is reasonable or unreasonable. I am
7 suggesting to the Court that to the extent it is reasonable,
8 the probate court needs to find that those fees be reasonable.
9 That is contrary to the contract which was signed by Mr.
10 Small. And contrary to the Court's ruling with regard to all
11 of these fees and expenses are going to be paid. Now the
12 truth of the matter is, some of these expenses as well, your
13 Honor, are outside of the statute of limitations. Coastal
14 Paralegal, that's certainly in. Coastal Paralegal certainly.
15 And I'm looking at page 4 of your order, Ralph Wilson Esquire
16 was to be paid by Dewey Small. That, apparently, according to
17 testimony had to do with money that should have been a claim
18 on the estate. So Mr. Small -- Mr. Ralph Wilson can make that
19 claim to the probate court and get paid. And maybe get paid
20 under Mr. Small's deal depending on how the evidence would
21 reflect. Your Honor, I am suggesting you're -- you're
22 granting fees to Mr. Small with no evidence. Now that's not
23 necessarily -- I'm not sure how deep one should have gone in
24 the prior court, in the prior hearing and I'm not going
25 there. But I am suggesting that Brian and Ralph Wilson those

1 claims can go into the probate court. So can David DuRant's
2 fees. They can go into the probate court. Now Mr. DuRant
3 doesn't want me saying, "No. Oh God, Judge, please don't pay
4 me at closing." I understand that he wants to get paid at
5 closing. I would as well. But I have to ask that the Court
6 consider that. The expenses to Dewey Small that, uh, the
7 Court looked at all of those. All of those expenses, your
8 Honor, to do with Dewey Small, all of those need to be sifted
9 through in the probate court. I would ask the Court move all
10 of the expenses which total, you know, \$113,159.13. That
11 those not be paid at closing, that those be -- if Mr. Small is
12 owed that money, he will get the money, but I am asking the
13 Court -- that the probate court pay those, sift those, sift
14 those numbers and -- and if he is entitled to them, pay it.

15 So the other Court -- the other fees, your Honor, you are
16 fees included, are all reasonable. And not necessarily in
17 closing, but very close to it. Please do not think that this
18 Court is for Mr. DuRant's purposes that I am suggesting that a
19 legal fee of 10% is not a reasonable fee when there is so much
20 work ahead and nobody is carrying the burden except the -- the
21 attorneys. I understand that. But I also ask the Court to
22 look at the fact that there is more going on in this case than
23 one realizes. What's going on in this case has to do with
24 more than just one sixty acre piece of property. What's going
25 on in this case and what drives the conclusion of all of those

1 pieces of property, which are five or six, has to do with the
2 construction of the will. The construction of a will is not
3 the province of this Court, respectfully, because the case was
4 not removed. The case was dismissed under Rule 12(b)(8), if a
5 partition action was brought here. See you've got two
6 fundamental questions that are different now. There is this
7 rule, and I think I know it, and it says this: that when the
8 court addresses the partition action, a partition action, all
9 parties need to be addressed and all claims need to be
10 addressed and all properties that are jointly owned need to be
11 addressed. I think the question of what properties are
12 jointly owned are a function of the construction of the will.
13 Your Honor, if you look at the will, and you know the lawyer
14 that drafted it and if you -- if you look at the will and you
15 look at the thought that he was acting under a misapprehension
16 of the law with regard to the ownership of the property, it is
17 quite possible that Mr. DuRant's partition action can be
18 litigated to the parties in interest with regard to the sixty
19 acres, which are fourteen large, and the other pieces of
20 property which are four, five, ten, and fifteen acres can be
21 limited by the ownership within the will. Now that's a --
22 that solution is elegant, it's simple, it preserves Mr.
23 DuRant's position. It preserves this court's ability to deal
24 only with the sixty acres. It puts the other acreage into the
25 probate court. If the court follows the argument that

1 Mr. Small made an agreement with David DuRant and he's owed
2 what he's owed. I'm not saying he's not owed 10%. I'm saying
3 he is not owed 10% in this court. If Mr. Dewey Small is
4 entitled to over \$113,000 he could get paid twice if the court
5 ordered it today. If the sale would come tomorrow he would
6 walk away with \$113,000 he could still claim 5% of the
7 \$180,000 to the detriment of my clients and to the detriment
8 really of all of the heirs of the case, most of which are
9 here, your Honor, most of which are unrepresented. Now,
10 quickly, your Honor.

11 THE COURT: Conclude.

12 MR. NATION: Thank you for your time. To go back to
13 David DuRants partition, an order with all the quieted
14 property. We can do that, your Honor. We could do that with
15 a stroke of a couple of key strokes we can figure out who owns
16 it. There is no evidence that I saw in the transcript of
17 record which addressed the current ownership of the property.
18 Now it could be there is no evidence in the record that
19 suggests whether or not there are any lein holders or
20 judgement creditors against any of those people. Well,
21 obviously all of that is going to be sifted now, but not in
22 this court because the evidence is already in. But in the
23 closing table with regard to everybody if somebody is entitled
24 to whatever they are entitled and if Mr. Small or my client
25 has a judgment for \$10,000, it is going to be in an accounting

1 issue between who paid what to get title clear over here and
2 who gets what in probate court. So what I am talking about is
3 you can quiet it your Honor, except if you accept my
4 suggestion and you look at the will. Limit the partition
5 action only to the sixty acres and I'm suggesting that the
6 ownership of the other ones, if you are going to deal with all
7 of these properties together, there is a stop, there is no
8 need for cross deeds if my interpretation is correct. If --
9 if Mr. -- if the attorney of the decedent labored under a
10 misapprehension of the law and thought that there was a need
11 for cross deeds when there was no need for cross deeds because
12 he was willing the property, not dying intestate. All the
13 needs for cross deeds go away. This court stands in complete
14 authority over the sixty acres. The other acreage stays in the
15 estate. Mr. Small's expenses and costs go to the probate
16 court. Whatever sum that you believe should be awarded to Mr.
17 DuRant at these proceedings at the closing you can do it, and
18 that's 10%, the court has the authority to do this. It's not
19 Mr. DuRant as the attorney for the personal representative has
20 no timebar on making the claim. And all the money that is
21 going to be generated by the sale of this property goes flying
22 from the purchases off the table, of the escrow from probate
23 court is subject to the bond, a bond which I am going to ask
24 the court to set, which is in a different court obviously.
25 Now, paragraph (b) of the quasi-partition. A partition -- for

1 the partition for an order requiring the sale of the real
2 property and here I'll describe that division of the proceeds
3 that are correlating to the rights of the parties. If you
4 suggest -- If you accept my suggestion, your Honor, you don't
5 have to deal with the other pieces of property because Mr.
6 DuRant will have done everything that he needed to do on the
7 sixty acres. And the other -- the other pieces are owned --
8 are subsets of the same people. It's just that they are all
9 at a different spot. Equitable attorneys' fees and costs
10 should be determined by the court, I have already raised those
11 questions, and then pay for the proceeds of the sale before
12 distribution to the heirs. Paid where? This order says paid
13 from the -- the whole sale of the estate. I'm suggesting
14 that the court limit that in some way and I've already
15 articulated the reasons for that. Those are my
16 arguments, your Honor.

17 THE COURT: Thank you very much.

18 MR. DURANT: On August 13 of 2012, Mr. Dewey Small came
19 into my office. He had been through three or four attorneys
20 at that time. Mr. Small not only did not have no money in
21 which to retain me, but he did not have any money which to
22 advance any costs. At that time, I discussed in length with
23 Mr. Small was a personal friend of Ms. Cleary. Ms. Cleary
24 asked me to take on this case and I agreed to. I was the
25 fourth attorney to take on this case. He had hired three

1 other attorneys and none of them could get the job done. At
2 that time, I was in a position where I was representing Mr.
3 Small without fee. I was also representing Mr. Small in
4 paying his costs as the case went along, at my expense. I did
5 not know at that time whether or not we would ever get to this
6 point today, but we are here. We are finally here. Thanks to
7 Mr. Small and to Ms. Cleary and thanks to me and my efforts.
8 In that contract that Mr. Small signed, he signed it as
9 personal representative of the estate of Lewis Small and he
10 agreed to pay my firm the legal fee of -- an attorney shall
11 be paid 10% of the final gross sale price with a sixty-acre
12 tract of land. These fees shall be paid at the time of
13 closing this transaction. That is what I agreed to do and
14 that is what I have done. That's why I believe I am
15 entitled to a reasonable fee of 10% of the gross sale's price.
16 Now let it -- let me make sure that these folks understand.
17 Understanding that Mr. Nation represents two of all the heirs
18 in this property. And everybody else is ready to get this
19 thing closed, get it done, get money dispersed. These two
20 people want to hold it up, and that's their prerogative and
21 they're entitled to come in here and be heard. But that is a
22 very small percentage of family, is these two folks from
23 Arizona who didn't even bother to come to the dad's funeral.

24 Now, I am tired of hearing about a bond. In the will
25 itself, if -- if Mr. Nation had had a chance to review it, it



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1 clearly states, "I hereby nominate and constitute an
2 appointment of Dewey Small executor of this, my last will and
3 testament, without requiring him to get any bonds, security,
4 or assurity, whatsoever." So Counsel Nation can talk about
5 requiring a bond, but that's not what the will says. The will
6 says he is entitled to serve without bond. What our
7 intentions are, Judge, is to bring you up-to-date on this case
8 is that we had a contract for \$2,000,000, a little over
9 \$2,000,000. We had a backup contract for a little over
10 \$2,000,000. Well, the first contract fell through, okay. So
11 we went to backup contract. Well the backup contract has
12 fallen through. Okay. The folks that bought the property,
13 well they had the first contract. Thanks to Mr. Liston Wells
14 for his efforts of hearing back. They have come back to us
15 with a counteroffer, and I will share it with the Court at
16 this time. They have offered to pay us \$1,800,000. They have
17 offered to pay that in cash, and they have offered to put in a
18 \$100,000 nonrefundable deposit and they will close at any time
19 that we want to close. They don't have any conditions as to
20 wetlands, no conditions whatsoever. All they want to do is
21 have a clear title and they will close next week if we ask
22 them to close next week. Now, I am going to ask the Court to
23 approve that contract. I think it is a reasonable contract,
24 with no conditions we can get this thing behind us. We can
25 get a net number. What -- what Mr. Small intends to do is to

1 go to one of these local banks and set up an interest-bearing
2 estate account and put whatever that proceeds are in it after
3 all these expenses are paid. And then Ms. Cleary has already
4 prepared all the crossover deeds. They're done. They're in.
5 Based on the percentage chart that was in the record that
6 apparently was overlooked, but everybody has this certain
7 amount of percentage as to what they get.

8 We will have these folks come in and sign these crossover
9 deeds as the we'll require them to do, that they will get a
10 check from that account, for their specific ownership in the
11 promise. And, hopefully, that will solve the issue of
12 crossover deeds. Now, if there are people out there that --
13 that don't want to sign it. That's fine. You know, we have
14 to come up with some type of formula to deal with those folks
15 wherein their money -- I think you might have suggested in
16 calendar one time that we give them six months to come in and
17 sign and let the clerk's office hold the money, and if they
18 don't come in within six months maybe they forfeit their
19 interests. I don't know how the court wants to proceed with
20 that. But we can do a supplemental order and give them plenty
21 amount of time to sign. I just don't want the clerk of court
22 to be put in perpetuity on holding that money. And I think in
23 fairness of to the clerk of court that there needs to be some
24 trigger, you know, a year, eighteen months, some type of
25 judicial notice or whatever to solidify that, you know, five

1 years still holding that percentage of ownership. That would
2 be my concern about it. I mean, I know the clerk's office
3 does not like to have that money there forever. So we've got
4 to have some trigger for these folks to forfeit at some
5 point. But at the same time be reasonable and give them the
6 opportunity to sign the deed. So we do have a plan and it's
7 in place to go. And it's not like we haven't thought this
8 Process through because we have. Uh, I would point out to the
9 Court, Mr. Nation said that this \$113,000 going to this is
10 wrong. That's \$27,874.31 is going to, of that number, is going
11 to Lewis Small for reimbursement of his -- of the amount of
12 taxes that he paid. And if you'll recall in tha hearing that
13 he's picked up paying the taxes in the nineties and he had a
14 number of years he paid. So we are actually reimbursing him
15 for taxes he paid out of that number as well at closing. So
16 all that money is not going to Small, or Mr. Small, it's going
17 to whoever has contributed to the maintenance, and upkeep and
18 property taxes on this property throughout the years to the
19 benefit of all of the heirs. So if these gentlemen actually
20 hadn't stepped up and paid the taxes the County would own the
21 property right now. So you know, I think they are entitled to
22 be paid, and I think they are entitled to be paid for gross
23 sales price from the property. You know, they paid out of
24 their pocket all these years to keep that property maintained
25 for the benefit of everybody. That -- that needs to come off

1 the top because if they hadn't done what they did, we wouldn't
2 be here. We would not be here. So, I suggest in fairness to
3 these two ladies who have come here today with the efforts to
4 try to thwart our efforts to get this case resolved, it is
5 not in the best interest of the heirs to wait any longer.
6 It's been thirty years. We've been around for thirty years.
7 You know, it didn't get done until Mr. Small and I agreed to
8 this contract to represent him on a contingency fee. As of
9 today's date I am out-of-pocket thousands of dollars and I
10 have not been paid a dime. So, you know, they can complain
11 all they want to about my fee, but if I hadn't done what I had
12 did and agreed to take on the contingency fee, we wouldn't be
13 here today. And we wouldn't have any contracts because they
14 weren't go to do anything. Now there is one more hitch that I
15 have to deal with. Mr. Well, he's back here in the back and I
16 notified him over here, these folks over here entered into a
17 listing agreement with Mr. Well, and in that agreement, I
18 understand, they agreed to pay you 6% of the total sales
19 price.

20 MR. WELL: That is correct, sir.

21 MR. NATION: Your Honor, I'm not sure that's going well
22 with the bonds and a motion to reconsider.

23 THE COURT: I think it may be valid, I need to hear it, I
24 think. I'm go to take a look at your objection.

5 MR. NATION: Right.

1 MR. DURANT: Now, it's our position, that number 1, they
2 didn't have the authority to enter into that agreement because
3 it wasn't the personal representative of the estate. And
4 number 2, if my recollection of the record stands clear, it
5 was always the understanding of everybody in the courtroom
6 that we already had \$23,000 an acre on the table, and that --
7 that Mr. Scoville thought we could get more, and he did. He
8 got more than \$23,000 an acre. But the commission would be on
9 whatever the difference was. It would be 6%, and whatever the
10 difference was over and above the -- the \$1.2, \$1.3 that we
11 initially had. That's the estate's position, and I would like
12 for you to hear Mr. Well today.

13 THE COURT: That's a new twist in this deal.

14 MR. DURANT: Right. Yeah.

15 THE COURT: So I don't think it's part of this motion.

16 MR. DURANT: Right.

17 THE COURT: Anything else?

18 MR. NATION: What are you thinking as far as court to
19 court? Under the probate court, the probate court always has
20 the authority to establish a bond, and notwithstanding, what
21 Well says, anybody, any interested party, can move for a bond
22 and I can tell you now, Judge, it's not two obstructionists
23 over here. There is a an oil swell coming back against Dewey
24 Small and there will be a request for a bond and I'm not sure
25 what the Court is going to do with regard to the motion for

1 reconsideration. But to characterize two people of previously
2 four, as coming into this Court to stop something, they are
3 not trying to stop it for any purpose other than for the best
4 interest of all of the children. That's one thought of the
5 decedant. The next thought is -- I'm not sure how to address
6 this. To resolve the question, your Honor, because everybody
7 wants to go forward and sort of cooperate in this. I'm not
8 sure what contract is where. All I know is that the following
9 order that is before the Court now addresses the contract that
10 is dead. So I'm not sure how to move it forward, but I am in
11 earnest to resolve the questions for the two people that I
12 represent currently. Not only this case and this Court, but
13 the estate in probate court. Thank you.

14 THE COURT: Thank you. Anything else?

15 MR. DURANT: No.

16 THE COURT: Thank you very much. And I appreciate both
17 of you being well prepared and doing a good job. And I
18 appreciate all of ya'll coming and I'll take it under
19 advisement and I'll call somebody. I'll notify both of you to
20 see if we can come up with a resolution of it.

21 MR. NATION: Thank you, your Honor.

22 THE COURT: Let me see both of you all on some procedural
23 issues in my chambers before u get to grooving. And we'll get
24 through this. Thanks again. And let me just say this: I
25 don't know any of you guys, so I'm going to ask you to presume

1 that I'm going to do the best that I can. I don't have any
2 idea how it's going to come out. Alright. Thank you.
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C E R T I F I C A T E

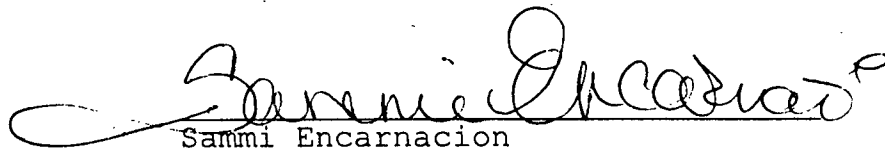
I, the undersigned, Sammi Encarnacion, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing statement was taken on the aforementioned date;

that the foregoing is an accurate transcription of the testimony;

that all exhibits entered herein are attached hereto (if requested by counsel) and made a part of this statement.

I further certify that I am neither counsel nor solicitor to any of the parties in said suit, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal on December 15, 2014.


Sammi Encarnacion
Notary Public for South Carolina
My Commission Expires: 08/29/2024

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Dewey Lee Small,

Plaintiff,

vs.

Maxine Johnson a/k/a Maxine McQueen a/k/a
Maxcine Johnson, Ernestine Small Bass, Rose
Small a/k/a Rosemary Mary McQueen,
Kassandra D. Odom a/k/a Kassandra D. Shea,
Michelle D. Odom a/k/a Michelle D. DeLa Corte,
Queenie Small a/k/a Queenie B. Arnold a/k/a
Qunnie Arnold, Lewis Filton Small, Jr. a/k/a
Pete Small, William Franklin Small a/k/a Danny
Small, Patsy Ann Small a/k/a Patsy Small Crock
a/k/a Patsy Ann Small Pierick Crock a/k/a Patsy
Pierick, Donald Lee Small, Janava Small a/k/a
Janava Small Lonneux a/k/a Candy Small, Daisy
Dean Small a/k/a Dean Small, Sandra Small
a/k/a Sandra Howard, Jacqueline L. White, Jimmy
Prince, Jr., Veretta Norman, Venata Small Olivera,
Marcus Johnson, Jr., Dewey Jerome Johnson,
John Doe and Jane Doe, Representatives of any
Unknown Heirs,

IN RE: THE ESTATE OF LEWIS SMALL

Defendants,

IN THE COURT OF COMMON PLEAS
THE FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2012-CP-26-9832

**AFFIDAVIT OF
ATTORNEY'S FEES**

PERSONALLY APPEARED before me, N. David DuRant, Esquire, who being
duly sworn deposes and states as follows:

1. That I am the Attorney for the Plaintiff in the above referenced matter.
2. That I was admitted to the South Carolina Bar and United States Federal District Court in 1983 and since that time have been engaged in private practice.
3. That I am an active member of the South Carolina Bar, and that I am engaged in practice in the State and Federal Courts of those jurisdictions with approximately sixty-percent (60%) of my practice in Civil Litigation, thirty-percent (30%) in Real Estate and ten-percent (10%) in Probate.
4. In addition, I have appeared before multiple South Carolina Administrative Courts; including but not limited to, Municipal Court, Family Court, Probate Court,

Magistrate Court, Court of Common Pleas, General Sessions, Administrative Law Court, Workers' Compensation Claims Court, South Carolina Court of Appeals, South Carolina Supreme Court and United States Bankruptcy Court. I have also tried cases in Federal District Court in Florence and Charleston County.

5. I represented the Town of Surfside Beach, South Carolina for twenty-two (22) years, having prosecuted their criminal cases, as well as, all the other municipal matters. I am currently the Attorney for the Town of Pawleys Island, South Carolina and have acted on their behalf since 1996.
6. That I incorporate by reference Rule 32, Rules of Practice of the South Carolina Supreme Court, which contains the Canons of Professional Ethics, and further call the attention of the Court to South Caroline Code of Laws. Plaintiff's request to the Court for an award of attorney's fees and costs is included in its Complaint.
7. That the contract rate between Plaintiff's Law Firm and the Plaintiff provides that the Firm be compensated by a contingency fee of 10% of the gross sales price of 62 acres of land. The payment is to be made at the time of the Real Estate transaction closing. If Plaintiff's attorney was not successful in consummating a sale, there would be no fees.
8. That I believe that a reasonable contingent attorney's fees under the circumstances would be Ten Percent (10%) of the gross sales price. I believe that these requested fees are consistent with the factors to be considered as provided by the South Carolina Courts. These are:
 - a. The nature, extent and difficulty of the legal services rendered;
 - b. The time and labor necessarily devoted to the case;
 - c. The professional standing of counsel;
 - d. The contingency of compensation;
 - e. The fee customarily charged in the locality for similar legal services; and
 - f. The beneficial results obtained.
9. That I attached Exhibit "A" which is an accurate reflection of the time expended on this case.
10. That Plaintiff, as the Personal Representative of the Lewis Smalls Estate had the full legal authority to contractually hire an attorney on a contingency fee if funds were not available to prosecute the case. The Personal Representative signed an engagement letter hiring the Law Offices of N. David DuRant and Associates. The agreement was to pay a contingency fee of 10% of the gross sales price of the 62

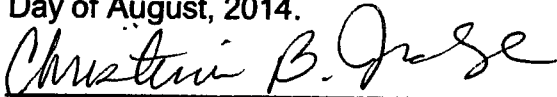
acre tract at the time of closing. In addition, all cost advanced would be reimbursed. Please see Exhibit "B" Engagement Letter. A total of 192 hours of attorney time was spent working on the case and \$78,276.13 was advanced for costs associated with this case as well as other expenditures. Please see Exhibit "C".

Baron Data Systems, Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (S.C. 1989) (citing *Wood v. Wood*, 269 S.C. 600, 239 S.E.2d 315 (1977), *Bentrim v. Bentrim*, 282 S.C., 318 S.E.2d 131 (Ct. App. 1984), *Dedes v. Strickland*, 307 S.C. 155, 414 S.E.2d 134 (1992); and *Blumber v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993).



N. David DuRant, Esquire (SCB# 1803)
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Surfside Beach, SC 29587
Telephone: (843) 650-7800
Facsimile: (843) 650-8090
Email: ddurant@lawofficesofdurant.com
ATTORNEY FOR PLAINTIFF

SWORN to before me on this 26th
Day of August, 2014.



Notary Public for South Carolina

My commission expires: 09/25/2023

**LAW OFFICES OF N. DAVID DuRANT AND ASSOCIATES,
P.A.
ATTORNEYS AT LAW**

N. DAVID DuRANT
L. JAMES PURVIS, JR.

SURFSIDE BEACH, SOUTH CAROLINA OFFICE:
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POST OFFICE BOX 14722
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TELEPHONE: (843) 650-7800
LITIGATION FACSIMILE: (843) 650-8090
REAL ESTATE FACSIMILE: (843) 650-8077

July 23, 2014

**Dewey Small
12389 Highway 707
Murrells Inlet, SC 29576**

**Estate of Lewis Small
Case No.: 1984-ES-26-00075**

FOR PROFESSIONAL SERVICES RENDERED

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TIME</u>
11/15/11	Monthly meeting w/Coastal Paralegal	5.0
12/06/11	Office conference w/client	.50
12/06/11	Review Horry County Land Records for 4 properties	3.0
12/13/11	Meeting w/client and Lisa Cleary	.50
12/15/11	Telephone conference w/Todd Atkinson re: Arbor St.	.50
12/15/11	Monthly meeting w/Coastal Paralegal	6.0
12/16/11	Telephone conference w/client	.50
12/19/11	Office conference w/client re: his Wife	.50
01/15/12	Monthly meeting w/Coastal Paralegal	5.0
01/27/12	Office conference w/client re: arborist	.50
02/14/12	Worked on file	.50
02/15/12	Monthly meeting w/Coastal Paralegal	1.0

03/15/12	Monthly meeting w/Coastal Paralegal	1.0
03/22/12	Telephone conference w/client; contacted arborist	.5
03/18/12	Office conference w/client re: road	.50
03/26/12	Telephone conference w/arborist re: oak trees	.50
04/15/12	Monthly meeting w/Coastal Paralegal	1.0
05/12/12	Receipt and review of tree appraisal from Total Tree Care & Appraisal for trees to be cut down on Highway 707 for road widening project.	.50
05/16/12	Telephone conference, returned call & called State Rep.	1.0
05/15/12	Monthly meeting w/Coastal Paralegal	1.0
06/15/12	Monthly meeting w/Coastal Paralegal	1.0
07/15/12	Monthly meeting w/Coastal Paralegal	1.0
08/15/12	Monthly meeting w/Coastal Paralegal	1.0
09/12/12	Search Horry County Land Records for 5 page listings of Properties	2.5
09/13/12	Receipt and review of E-mail from Judge Edmonds' office re: conference to be held on 10/02/12 at 10:00 AM.	.50
09/14/12	Prepare Application for Subsequent Administration In the Matter of the Estate of Lewis Small. Travel time to the Probate Office to be filed	2.5
09/15/12	Monthly meeting w/Coastal Paralegal	1.0
09/25/12	Prepare Exhibit List 1- 14 for Small v. Johnson, et al	1.5
09/27/12	Research Publications here and in CA to post Motion	2.0
09/28/12	Prepare Motion for Service of Publications to Sell Real Estate	1.5
10/01/12	Telephone conferences w/attorneys	1.0

10/02/12	Travel time and Court appearance before J. Edmonds	2.5
10/15/12	Monthly meeting w/Coastal Paralegal	1.0
11/01/12	R/R Answer from Marcus Johnson Jr.	1.0
11/01/12	R/R Answer from Donald Small	1.0
11/01/12	Prepare E-Mail to Coastal Paralegal re: Answers to Complaint from Marcus Johnson & Donald Small. Also letter from J. Scoville re: rep of Patsy Crock, Louis Small, Jr., Sandra Howard & Javana Lonneu.	.50
11/05/12	R/R Answer from Jacqueline White	1.0
11/05/12	R/R Answer from Queenia B. Arnold	1.0
11/05/12	R/R Answer from Veretta Norman, PR for G. Small	1.0
11/05/12	Prepare E-Mail to Coastal Paralegal re: Answers to Complaint from Jacqueline White, Queenie Arnold, Veretta Norman, PR for G. Small	.50
11/06/12	R/R Answer from Ernestine Bass	1.0
11/06/12	Prepare E-Mail to Coastal Paralegal re: Answer to Complaint from Ernestine Bass.	.50
11/13/12	R/R Answer from Venata Oliverro	1.0
11/13/12	R/R Answer from Rose Mary Small	1.0
11/13/12	R/R Answer from Maxine McQueen	1.0
11/13/12	Prepare E-Mail to Coastal Paralegal re: Answers to Complaint from Oliverro, Rose Mary Small & Maxine McQueen	.50
11/15/12	Monthly meeting w/Coastal Paralegal	1.0
11/23/12	Receipt and Review E-Mail from Judge Edmonds re: Need to amend Petition	.50
11/23/12	Telephone conferences w/attorneys re: amending Petition	1.0

11/24/12	Prepare E-Mail to Judge Edmonds re: amending the Complaint to include a specific statutory partition	.50
12/15/12	Monthly meeting w/Coastal Paralegal	1.0
12/17/12	Research & discovery to prepare Summons Quiet Title	1.5
12/18/12	Prepare Summons Quiet Title Action & Partition Action for Sale of Real Property	2.0
12/19/12	Prepare Notice of ADR	1.0
01/15/13	Monthly meeting w/Coastal Paralegal	1.0
01/22/13	Letter to Judge Culbertson re: Petition to Allow Publication	.50
01/22/13	E-mail to attorneys re: Consent Order for Appt. of GaL	.50
01/23/13	Receipt and review E-mail from J. Scoville re: still waiting to hear from one of the heirs yet before approving	.50
01/24/13	Telephone conference w/J. Scoville	.50
01/25/13	Receipt and review E-mail from the Court re: Order must be filed in Horry County	.50
01/25/13	Prepare E-mail to Court Clerk re: another Judge will be signing Order	.50
01/28/13	Receipt and review E-mail from Judge's secretary re: who gets the Order first.	.50
01/28/13	Respond to E-mail from Judge's secretary.	.50
01/31/13	E-mail to attorneys re: Consent Order for Appt. of GaL for Approval	.50
02/03/13	Receipt and review letter from Jack Scoville re: his Representation of Sandra Howard	.50
02/04/13	Telephone conference w/J. Scoville	.50
02/05/13	Receipt and Review letter from John Thomas' office re: Consent Order for his Appointment of Guardian ad Litem for John and Jane Doe	.50

02/05/13	Telephone conference w/ J. Thomas	.50
02/05/13	Receipt and review E-mail from Lynn Stevens re: contract of sale to Horry County Board of Education for review	.50
02/06/13	Telephone conference w/J. Scoville	.50
02/07/13	E-mail to J. Scoville re: contract of sale and approval from his clients	.50
02/15/13	Monthly meeting w/Coastal Paralegal	1.0
02/27/13	Received letter from the Circuit Judge returning Publication and GaL Orders for further documentation	.50
03/05/13	Prepare Affidavits of Attempted Service on William F. Small, Daisy D. Small	1.0
03/15/13	Monthly meeting w/Coastal Paralegal	3.0
03/18/13	Prepare E-mails to newspapers to get costs of publications	1.0
03/18/13	Prepare Order to Allow Service by Publication	1.0
03/21/13	Deliver 2 Orders to Allow Service by Publications at Clerk's Office for clocking in	1.0/PL
04/15/13	Monthly meeting w/Coastal Paralegal	2.0
04/18/13	Receipt and review E-mail from Cockinos Appraisals on 61.5 acres on McDowell Shortcut Road	1.0
04/30/13	Receipt and review of 2 Proof of Publication Affidavits	.50
05/01/13	Deliver 2 Proofs of Publications to Court Clerk for filing	1.0/PL
05/01/13	Telephone conference w/J. Scoville	.50
05/01/13	Prepare revised Consent Order to Appoint a Guardian ad Litem for John and Jane Doe	1.0
05/02/13	E-mail to Coastal Paralegal re: Consent Order for GaL	.50
05/15/13	Monthly meeting w/Coastal Paralegal	1.0

06/15/13	Monthly meeting w/Coastal Paralegal	1.0
06/29/13	Telephone conferences w/J. Scoville & J. Thomas	1.0
06/30/13	Prepare Stipulation of Dismissal without Prejudice	1.5
07/01/13	Letter to all parties re: Stipulation of Dismissal without Prejudice	.50
07/03/13	Received Clocked Stipulation of Dismissal without Prejudice	1.0
07/15/13	Monthly meeting w/Coastal Paralegal	1.0
08/08/13	Receipt and review of E-mail from Judge Edmond's office re: unable to dismiss the pending action. Informed we must file a Motion to Dismiss and give 10 days notice to all parties.	.50
08/11/13	Research and discovery on Motion to Dismiss	2.0
08/12/13	Prepare Plaintiff's Motion to Dismiss Action	1.0
08/15/13	Monthly meeting w/Coastal Paralegal	1.0
08/15/13	Receipt and review E-mail correspondence from the court re: 9/5/13 hearing	.50
08/16/13	Telephone conference w/attorneys	1.0
08/20/13	Research & discovery for Notice of Hearing	1.5
08/21/13	Prepare Notice of Hearing and have it sent down to be clocked.	1.0
08/21/13	Prepare letter to all parties re: Plaintiff's Motion to Dismiss Action	.50
08/21/13	Prepare 3 Proof of Delivery forms and have clocked by the Court	1.0
09/05/13	Travel time and Court appearance with Judge Edmonds re: Order of Dismissal	3.0
09/06/13	Prepare 3 Proof of Delivery forms to all parties	1.0

09/09/13	Delivery and Receipt and review of 3 clocked Proofs of Delivery re: Order of Dismissal	1.0
09/15/13	Monthly meeting w/Coastal Paralegal	3.0
10/15/13	Monthly meeting w/Coastal Paralegal	1.0
11/15/13	Monthly meeting w/Coastal Paralegal	1.0
11/23/13	Receipt and review of contract of sale from Native Home, LLC for McDowell Shortcut Road	1.0
12/15/13	Monthly meeting w/Coastal Paralegal	1.0
01/15/14	Monthly meeting w/Coastal Paralegal	2.0
01/22/14	Receipt of contract of sale for 61.50 acres and copy of check from Southern Land Partners, Inc.	1.0
02/15/14	Monthly meeting w/Coastal Paralegal	2.0
03/09/14	Research and discovery to prepare Order to Appoint Special Referee	1.5
03/10/14	Prepare Consent Order to Appoint Special Referee	2.0
03/13/14	Prepare E-mail to attorneys for their approval and signing of the Consent Order	.50
03/14/14	R/R Answer from Patsy Small Crock, Louis Small, Jr., Sandra Small Howard and Janava Lonneuz Small from Attorney Jack Scoville	1.0
03/15/14	Monthly meeting w/Coastal Paralegal	3.0
03/20/14	Follow-up telephone conversations with both attorneys re: approval and signing of the Consent Order	1.0
04/02/14	Receipt and review of clocked Consent Order for Special Referee	1.0
04/08/14	Letter to all parties re: Consent Order to Appoint and Refer to Special Referee and a Notice of Hearing	1.0
04/08/14	Prepare Notice of Hearing and have it sent down to be clocked.	2.0

04/15/14	Monthly meeting w/Coastal Paralegal	3.0
05/08/14	Prepare E-mail to Kari Collins re: title work	.50
05/08/14	Receipt and review of E-mail and bill from Collins Appraisal Services.	.50
05/08/14	Telephone conferences w/attorneys re: court date	1.0
05/09/14	Attend court appearance before Special Referee Stroman.	7.0
05/13/14	Prepare E-mail to attorney re: timeframe to secure a contract of sale	.50
05/15/14	Prepare E-mail to attorney re: set price on real estate and not be appealable.	.50
05/15/14	Monthly meeting w/Coastal Paralegal	4.0
05/29/14	Receipt and review of Arbitrator's bill for services rendered in Small v. Johnson, et al	.50
06/02/14	Receipt and review of contract of sale from Emerson Ventures II	1.0
06/12/14	Telephone conference with M. Cousins re: contract of sale from RS Parker Homes	.50
06/13/14	Research & discovery to Prepare Draft Final Order	6.0/PL
06/15/14	Monthly meeting w/Coastal Paralegal	6.0
06/16/14	E-mail to parties re: Proposed Final Order for review and Approval	.50/PL
06/17/14	Receipt and review of E-mail from M. Cousins re: contract of sale for 61.50 acres on McDowell Shortcut Road.	1.0
06/18/14	E-mail to Judge Stroman, Jack Scoville, Lisa Watson Legal Assistant to Mr. Scoville, Susan Stone regarding Proposed Final Order.	.50
06/18/14	Research & discovery to prepare revised Final Order	2.0/PL

06/19/14	E-mail to Judge Stroman, Jack Scoville, Mira Watson, Susan Stone Revised Final Order (Ending Action).	.50
06/19/14	Final Order (Ending Action) Signed by Judge Stroman and clocked in the Master and Equity Office.	1.0
06/20/14	E-mail to Christina Judge re: the contract.	.50
06/23/14	Letter to all parties re: clocked copy of the Final Order	.50
06/23/14	Telephone conference w/M. Cousins re: back up contract	.50
06/23/14	Prepare E-Mail to M. Cousins re: Mr. Small coming in To review Back Up Contract.	.50
06/24/14	E-mail to parties re: Signed Final Order (Ending Action)	.50
06/24/14	Certificate of Mailing Clocked regarding mail out of clocked Final Order (Ending Action) to all Heirs and Judge Stroman, Jack Scoville, Jr. and John Thomas.	1.0/PL
06/24/14	Prepare E-Mail to Dan Stacy re: signed Final Order (Ending Action) approving sale of property	.50/PL
06/24/14	Office conference w/Dewey Small re: Back up Contract	.50
06/26/14	Faxed signed copy of the back-up contract to Michael Cousins Senior Advisor at Sperry Van Ness/Founders Group.	.50
06/30/14	R/R bill from Advantage Court Reporting	.50
06/30/14	Telephone conference w/J. Scoville	.50
06/30/14	E-mail to Jack Scoville regarding a scanned copy of David DuRant's Contingency Fee Agreement.	.50
06/30/14	Travel time to Probate Office to have clocked copy of Final Order (Ending Action) filed with the Probate Office.	1.0/PL
07/07/14	R/R E-mail from Veretta Norman & Jacqueline White re: Final Order and Dewey Jerome Johnson not an heir	.50
07/07/14	Telephone conference w/Veretta Norman re: Dewey Johnson	.50

07/15/14	Monthly meeting w/Coastal Paralegal	5.0
07/17/14	Spoke with Susan Stone at the Master and Equity Office to schedule hearing for Attorney Jack Scoville, Jr.'s Motion to Alter, Amend, And to Reconsider Judgment to be heard before the Honorable Ralph P. Stroman, Special Referee. Prepared Notice of Hearing and mailed out Letter to Heirs of the Notice of Hearing with a Copy of the Motion to Alter, Amend, and to Reconsider Judgment to all Heirs including Judge Stroman, Jack Scoville, Jr. and John Thomas of hearing scheduled for August 21, 2014 at 2:00 p.m.	1.5/PL
07/18/14	Travel time to Probate Office to have Proof of Delivery filed of letter mailed out to heirs of their filed copy of Final Order (Ending Action) that was also filed with the Probate Court.	1.0/PL
07/21/14	Receipt and review E-mail from Coastal Paralegal re: their hours of service	<u>.50</u>
TOTAL HOURS		192.0

UPCOMING EVENTS

08/21/14	Hearing with Judge Stroman
TBD	Sale of 61.5 acres to RS Parker Homes, LLC

REIMBURSEMENT OF EXPENSES TO BE PAID TO N. DAVID DuRANT

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/13/12	Horry County Probate Court – file App. For Subsequent Admin.	\$ 22.50
09/25/12	Horry County Probate Court – file Petition to Sell Real Estate	\$150.00
12/19/12	Horry County Clerk – file Partition Action/Quiet Title	\$150.00
02/06/13	Horry County Clerk – file Consent Order to Appoint GaL	\$ 25.00
04/18/13	Cockinos Appraisal for Acreage on McDowell Shortcut Road	\$300.00
06/30/14	Postage for Mailing of Clocked Copy of Final Order (Ending Action) to all Heirs, Judge Stroman, Attorney Jack Scoville, Jr. and John Thomas.	\$ 11.73
07/17/14	Postage for Mailing of Notice of Hearing regarding Motion To Alter, Amend, And To Reconsider Judgment Filed by Attorney Jack Scoville, Jr. To all Heirs, Judge Stroman, Attorney Jack Scoville, Jr. and John Thomas.	\$ 11.73
07/18/14	Postage for Mailing the Clocked Copy of Final Order (Ending Action) that was also filed with the Probate Court mailed to all Heirs, Judge Stroman, Attorney Jack Scoville, Jr. and John Thomas.	<u>\$ 11.73</u>
	TOTAL	\$682.69

Exhibit A

LAW OFFICE OF N. DAVID DuRANT AND ASSOCIATES, P.A.
CONTINGENCY FEE AGREEMENT

The undersigned, Dwain Smully as personal Representative Lewis Small Estate, (hereinafter known as Client) requests the legal services of N. David DuRant, Esquire, (hereinafter known as Attorney) for representation for negotiating in selling a sixty (60) Acre tract of the Estate of Lewis Small.

This representation will including doing all that is necessary legally and to resolve Title issues, as to this specific tract.

If a settlement is not effected which is satisfactory to the Client, Attorney agrees to (specify: initiate alternative dispute resolution proceedings, arbitration, or bring an action against), _____ to attain the benefits provided by judicial oversight of the claim.

In connection with this, Attorney will file all necessary court papers, attend pretrial conferences and status conferences, prepare appropriate interrogatories, requests for admissions and requests for production of documents, attend and take appropriate depositions.

The fee of Attorney shall be contingent upon the result obtained. There shall be no legal obligation by Client to pay Attorney any fee if nothing is recovered from the sale of the sixty (60) Acre tract.

However, Client is responsible for all expenses incurred in the prosecution of the claim, Client gives permission to Attorney to advance the payment of costs and expenses, but Client acknowledges the Client remains responsible for payment of said costs and expenses and agrees to reimburse Attorney as costs and expenses are incurred or, if Client reimburses Attorney upon settlement, Client agrees that such costs and expenses shall be paid out of Client's portion of the settlement proceeds.

The legal fee of Attorney shall be ten percent (10%) of the final gross sales price for the sixty (60) Acre tract of land, these fees shall be paid at the time of closing this transaction.

In the event of discharge by Client and in the event Client subsequently recovers money or other property as a result of this action, Client shall be indebted to Attorney for legal fees based upon the value in Surfside Beach, South Carolina of legal services rendered and for any costs and expenses advanced by Attorney.

Attorney reserves the right to withdraw from representation if Client fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render continuing representation unlawful or unethical.

Date: August 13, 2012

Client: Dwain Smully

Date: August 13, 2012

Attorney: N. David Durant

Date: _____

Witness: _____

Exhibit B

Exhibit C

EXPENSES TO BE PAID AT CLOSING OUT OF ESTATE

Coastal Paralegal – Title Work, Mailing & Service Expenses	\$ 3,693.44
Collins Appraisal Services	\$ 3,025.00
Advantage Court Reporting from 5/9/14 hearing	\$ 633.25
Coastal Paralegal – Title Work & Court Appearance	\$68,250.00
Expenses of N. David DuRant	\$ 682.69
Special Referee Ralph Stroman – 5/9/14 hearing	<u>\$ 2,625.00</u>
Sub total	<u>\$78,276.13</u>

UPCOMING EVENTS TO BE PAID

8/21/14 hearing with Special Referee Ralph Stroman

Closing of 61.50 acres on McDowell Shortcut Road

SMALL ESTATE COSTS

DATE	TO/FOR	AMOUNT
6/25/2012	USA People Search	\$1.95
6/25/2012	USA People Search	\$24.95
6/25/2012	People Finder	\$39.95
6/25/2012	People Finder	\$1.95
6/25/2012	People Finder	\$2.95
7/1/2012	US Search	\$2.45
7/1/2012	US Search	\$2.95
7/1/2012	US Search	\$16.95
8/9/2012	Angles List	\$17.00
10/2/2012	Motion for Publication	\$25.00
10/2/2012	Certificate of Appointment	\$24.25
10/5/2012	Been Verified	\$1.95
10/5/2012	Riverside Court	\$32.00
10/24/2012	SC DHEC	\$17.00
10/24/2012	CA Vital Records	\$14.00
10/24/2012	CA Vital Records	\$14.00
10/24/2012	CA Vital Records	\$14.00
10/24/2012	Riverside Court	\$1.00
10/24/2012	Riverside Court	\$5.00
10/25/2012	CLK Bank	\$2.95
10/25/2012	CLK Bank	\$14.99
10/25/2012	Riverside Court	\$1.00
10/25/2012	Riverside Court	\$5.00
11/1/2012	Been Verified	\$96.00
11/25/2012	Rocket Lawyer	\$19.95
11/28/2012	ANC Archives	\$39.95
11/28/2012	ANC Archives	\$1.95
11/28/2012	ANC Archives	\$1.95
11/28/2012	ANC Anstery	\$22.95
11/30/2012	Vestorstoc Media	\$25.00
12/24/2012	Rocket Lawyer	\$39.90
12/25/2012	Rocket Lawyer	\$19.95
3/27/2013	Black Voice	\$75.00
4/1/2013	Horry Independent	\$199.50
12/24/2012	Superior Court of California	\$69.50
11/1/2013	Been Verified	\$96.00
4/17/2014	VitalChek	\$45.00
1/25/2013	Rocket Lawyer	\$39.90
5/17/2013	USSearch	\$17.70
1/1/2014	Title Work & Copies	\$2,200.00
	Certified Mail	\$400.00
TOTAL		\$3,693.44
5/16/2014	Collins Apprasial	\$1,500.00
ch # 6346	1/2 of total bill	
GRAND TOTAL		\$5,193.44

FROM:

Kari Collins
Collins Appraisal Services
P O Box 152
Murrells Inlet, SC 29576

Telephone Number:

Fax Number:

INVOICE

INVOICE NUMBER

DATE

05/09/2014

REFERENCE

Internal Order #:

Lender Case #:

Client File #:

Main File # on form:

Other File # on form:

Federal Tax ID:

Employer ID:

TO:

Law Offices of David Durant and Associates
1801 Glenns Bay Road
Surfside Beach, SC 29575

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

DESCRIPTION

Lender: Law Offices of David Durant and Associates **Client:** Law Offices of David Durant and Associates
Purchaser/Borrower:
Property Address: McDowell Shortcut TMS # 194-00-02-036
City:
County: **State:** **Zip:**
Legal Description:

FEES**AMOUNT**

Research and Consulting (7 hours)
Testifying 05/09/2014 (9am-1pm)

1,925.00

1,100.00

SUBTOTAL

3,025.00

PAYMENTS**AMOUNT**

Check #: **Date:** **Description:**
Check #: **Date:** **Description:**
Check #: **Date:** **Description:**

SUBTOTAL

0

TOTAL DUE

\$ 3,025.00

**ADVANTAGE COURT REPORTING
OF MYRTLE BEACH
7201 Enterprise Road
Myrtle Beach, South Carolina 29588
843-650-6263**

To: N. David DuRant, Esquire
1801 Glenns Bay Road
Surfside, SC 29575

June 29, 2014

Small v. Johnson et al 12-CP-26-9832

5/9/14	Spec. Referee hearing	595.00
	Exhibit copies, 113 b&w	28.25
	Postage/delivery	10.00

Total: \$633.25

SMALL ACTION TO QUIET TITLE HOURS

DATE	FOR	HOURS	RATE	TOTAL
November 2011	Monthly Meeting	5 hours	\$150.00 an hour	\$750.00
December 2011	Monthly Meeting	6 hours	\$150.00 an hour	\$900.00
January 2012	Monthly Meeting	5 hours	\$150.00 an hour	\$750.00
February 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
March 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
April 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
May 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
June 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
July 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
August 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
September 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
October 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
November 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
December 2012	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
January 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
February 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
March 2013	Monthly Meeting	3 hours	\$150.00 an hour	\$450.00
April 2013	Monthly Meeting	2 hours	\$150.00 an hour	\$300.00
May 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
June 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
July 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
August 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
September 2013	Monthly Meeting	3 hours	\$150.00 an hour	\$450.00
October 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
November 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
December 2013	Monthly Meeting	2 hour	\$150.00 an hour	\$300.00
January 2014	Monthly Meeting	2 hours	\$150.00 an hour	\$300.00
February 2014	Monthly Meeting	2 hours	\$150.00 an hour	\$300.00
March 2014	Monthly Meeting	3 hours	\$150.00 an hour	\$450.00

April 2014	Monthly Meeting	3 hours	\$150.00 an hour	\$450.00
May 2014	Monthly Meeting	4 hours	\$150.00 an hour	\$600.00
June 2014	Monthly Meeting	6 hours	\$150.00 an hour	\$900.00
July 2014	Monthly Meeting	5 hours	\$150.00 an hour	\$750.00
Heirs Search	Address & other	56 hours	\$150.00 an hour	\$8,400.00
Death Certificates	Locating & order	16 hours	\$150.00 an hour	\$2,400.00
Serving	All Heirs	32 hours	\$150.00 an hour	\$4,800.00
Court	2 Paralegals	16 hours	\$300.00 an hour	\$4,800.00
Phone Calls	Heirs phone calls	29 hours	\$150.00 an hour	\$4,350.00
Deeds	21 Heirs/5 each	105 deeds	\$200.00 per deed	\$21,000.00
Surveyor	Meeting	5 hours	\$150.00 an hour	\$750.00
School Board	Meeting w/ Atty	5 hours	\$150.00 an hour	\$750.00
William Small	Locating	45 hours	\$150.00 an hour	\$6,750.00
Filing Documents	Probate & Clerk	6 hours	\$150.00 an hour	\$900.00

TOTAL \$68,250.00

**RALPH STROMAN
ATTORNEY AT LAW
8 RED SQUIRREL LANE
PAWLEYS ISLAND, SOUTH CAROLINA 29585**

Certified Mediator/Arbitrator

Office: (843) 237-1030 Mobile: (843) 283-8097
Fax: (843) 979-0096

May 28, 2014

TO: N. David DuRant, Esquire
Jack M. Scoville, Jr., Esquire

In Re: Dewey Lee Small vs.
Maxine Johnson, et al.

C/A No.: 2012-CP-26-09832

PROFESSIONAL SERVICES RENDERED:

HEARING

(10.5 hours @ \$250.00) \$ 2,625.00

•NOTE: The costs will be deducted from sale..

PLEASE REMIT TO ABOVE ADDRESS:

Federal ID: 57-0692212

002148

Date: 09/13/12 Amount: 22.50

File Number: EXPENSE

Check #: 2148

Pay To: Horry County Probate Court

Buyer:

Seller:

Property:

22.50 App for Subsequent Admin.

0.00 Estate of Lewis Small

0.00 1984-ES-26-0075

TSS Software Corporation 443-321-5600

LAW OFFICES OF N. DAVID DURANT AND ASSOCIATES, P.A. LITIGATION EXPENSE ACCOUNT

002152

Date: 09/25/12 Amount: 150.00

File Number: EXPENSE

Check #: 2152

Pay To: Horry County Probate Court

Buyer:

Seller:

Property:

150.00 Pet for Sale of RE

0.00 Estate of Lewis Small

0.00 1984-ES-26-00075

0.00 Dewey Lee Small (PR)

TSS Software Corporation 443-321-5600

COMMON PLEAS
Clerk : Melanie Huggins-Ward
PO Box 677
Conway, SC 29528
(843) 915-5080

DUPLICATE

Received From: DuRant, N. David
Law Offices Of N. David Durant & Assoc
Surfside Beach, SC 295374722

Date : 12/19/2012
RECEIPT #: 895145
Clerk: RiceJ

Paying for: Small, Dewey Lee

Transaction Type: Payment
Payment Type: Check \$150.00

Reference #: 2196

Total Paid \$150.00

Comment:

Case #

Section

Debiting Balance

Amount

Check

LAW OFFICES OF N. DAVID DURANT AND ASSOCIATES, P.A. LITIGATION EXPENSE ACCOUNT

002196

Date: 12/19/12 Amount: 150.00

File Number: EXPENSE

Check #: 2196

Pay To: Horry County Clerk of Court

Buyer:

Seller:

Property:

150.00 Partition Action/Quiet Title
0.00 Estate of Lewis Small
0.00 1984-ES-26-00075

LAW OFFICES OF N. DAVID DURANT AND ASSOCIATES, P.A. LITIGATION EXPENSE ACCOUNT

002196

Date: 12/19/12 Amount: 150.00

File Number: EXPENSE

Check #: 2196

Pay To: Horry County Clerk of Court

Buyer:

Seller:

Property:

150.00 Partition Action/Quiet Title
0.00 Estate of Lewis Small
0.00 1984-ES-26-00075

Common Pleas
Clerk : Melanie Huggins-Ward
PO Box 677
Conway, SC 29528
(843) 915-5080

DUPLICATE

Received From: DuRant, N. David
Law Offices Of N. David Durant & Assoc
Surfside Beach, SC 295874722

Date : 2/6/2013
RECEIPT # 897429
Clerk: TurnerT

Paying for: Small, Dewey Lee

Transaction Type: Payment

Payment Type: Check \$25.00

Reference # 2234

Total Paid \$25.00

Comment:

Case #

Caption

Previous Balance

Amount Paid

Balance Due

LAW OFFICES OF N. DAVID DURANT AND ASSOCIATES, P.A. LITIGATION EXPENSE ACCOUNT

002234

Date: 02/05/13 Amount: 25.00

File Number: EXPENSE

Check #: 2234

Pay To: Horry County Clerk of Court

Buyer:

Seller:

Property:

25.00 Consent Order to Appt. GAL
0.00 Dewey Small (12-CP-26-9832)

Total Cases: 1

\$25.00

\$25.00

\$0.00

LAW OFFICES OF N. DAVID DuRANT
AND ASSOCIATES, P.A.
Attorneys-At-Law
1801 Glenns Bay Road
Post Office Box 14722
Surfside Beach, South Carolina 29587
Telephone # 843-650-7800
Litigation FAX # 843-650-8090
Real Estate FAX #843-650-8077

N. DAVID DuRANT
ATTORNEY AT LAW
L. JAMES PURVIS, JR.
ATTORNEY AT LAW

PLEASE RESPOND:
____ MAIL
____ FAX

April 18, 2013

Cockinos Appraisal Service, Inc.
Post Office Box 142
Nichols, SC 29581

RE: Land Acreage Appraisal on McDowell Shortcut Road
File No.: 13-131
Client Name: Dewey L. Small

Dear Gentlemen:

LAW OFFICES OF N. DAVID DURANT AND ASSOCIATES, P.A. LITIGATION EXPENSE ACCOUNT

002284

Date: 04/18/13 Amount: 300.00

File Number: EXPENSE

Check #: 2284

Pay To: Cockinos Appraisal Service

Buyer:

Seller:

Property:

300.00 Land Acreage Appraisal on
0.00 McDowell Shortcut Road
0.00 Dewey L. Small
0.00 13-131

TSS Software Corporation 443-321-5600

()
()
()
(X) Serve and Return Affidavit
() File For Your Records
(X) Handle Accordingly

()
()
()
(X) Furnish Case Number
() Please return receipt
(X) For full and final payment

Yours very truly,

N. DAVID DuRANT AND ASSOCIATES, P.A.

Kimberly J. Emory
Kimberly J. Emory, Paralegal

Enclosures

FROM: Cockinos Appraisal Service, Inc P.O.Box 142, 113 S.Nichols Street Nichols, SC 29581 Telephone Number: 843-449-0423 Fax Number: 843-595-1051 NEW #		INVOICE																
TO: David DuRant Telephone Number: Fax Number: Alternate Number: E-Mail:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 2px;">INVOICE NUMBER</th> </tr> <tr> <td style="padding: 2px;">13-131sd</td> </tr> <tr> <th colspan="2" style="text-align: left; padding: 2px;">DATE</th> </tr> <tr> <td style="padding: 2px;">04/12/2013</td> </tr> <tr> <th colspan="2" style="text-align: left; padding: 2px;">REFERENCE</th> </tr> <tr> <td style="padding: 2px;">Internal Order #: 13-131sd</td> </tr> <tr> <td style="padding: 2px;">Lender Case #:</td> </tr> <tr> <td style="padding: 2px;">Client File #:</td> </tr> <tr> <td style="padding: 2px;">Main File # on form: 13-131</td> </tr> <tr> <td style="padding: 2px;">Other File # on form:</td> </tr> <tr> <td style="padding: 2px;">Federal Tax ID: 57-0735986</td> </tr> <tr> <td style="padding: 2px;">Employer ID:</td> </tr> </table>		INVOICE NUMBER		13-131sd	DATE		04/12/2013	REFERENCE		Internal Order #: 13-131sd	Lender Case #:	Client File #:	Main File # on form: 13-131	Other File # on form:	Federal Tax ID: 57-0735986	Employer ID:
INVOICE NUMBER																		
13-131sd																		
DATE																		
04/12/2013																		
REFERENCE																		
Internal Order #: 13-131sd																		
Lender Case #:																		
Client File #:																		
Main File # on form: 13-131																		
Other File # on form:																		
Federal Tax ID: 57-0735986																		
Employer ID:																		
DESCRIPTION																		
Lender: David Durant Client: David DuRant Purchaser/Borrower: N/A Property Address: 61.5 Acres McDowell Shortcut Rd City: Murrells Inlet County: Horry State: SC Zip: 29568 Legal Description: SC 801																		
FEES		AMOUNT																
Land Acreage Appraisal on McDowell Shortcut Rd		300.00																
SUBTOTAL		300.00																
PAYMENTS		AMOUNT																
Check #:	Date:	Description:																
Check #:	Date:	Description:																
Check #:	Date:	Description:																
SUBTOTAL																		
Thank you for your business!!		TOTAL DUE	\$ 300.00															

LAW OFFICE OF N. DAVID DURANT AND ASSOCIATES, P.A.
CONTINGENCY FEE AGREEMENT

The undersigned, Dwain Smully as Personal Representative Lewis Small Estate (hereinafter known as Client) requests the legal services of N. David Durant, Esquire. (hereinafter known as Attorney) for representation for negotiating in selling a sixty (60) Acre tract of the Estate of Lewis Small.

This representation will including doing all that is necessary legally and to resolve Title issues, as to this specific tract.

If a settlement is not effected which is satisfactory to the Client, Attorney agrees to (specify: initiate alternative dispute resolution proceedings, arbitration, or bring an action against), _____ to attain the benefits provided by judicial oversight of the claim.

In connection with this, Attorney will file all necessary court papers, attend pretrial conferences and status conferences, prepare appropriate interrogatories, requests for admissions and requests for production of documents, attend and take appropriate depositions.

The fee of Attorney shall be contingent upon the result obtained. There shall be no legal obligation by Client to pay Attorney any fee if nothing is recovered from the sale of the sixty (60) Acre tract.

However, Client is responsible for all expenses incurred in the prosecution of the claim. Client gives permission to Attorney to advance the payment of costs and expenses, but Client acknowledges the Client remains responsible for payment of said costs and expenses and agrees to reimburse Attorney as costs and expenses are incurred or, if Client reimburses Attorney upon settlement, Client agrees that such costs and expenses shall be paid out of Client's portion of the settlement proceeds.

The legal fee of Attorney shall be ten percent (10%) of the final gross sales price for the sixty (60) Acre tract of land, these fees shall be paid at the time of closing this transaction.

In the event of discharge by Client and in the event Client subsequently recovers money or other property as a result of this action, Client shall be indebted to Attorney for legal fees based upon the value in Surfside Beach, South Carolina of legal services rendered and for any costs and expenses advanced by Attorney.

Attorney reserves the right to withdraw from representation if Client fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render continuing representation unlawful or unethical.

Date: August 13, 2012

Client: Dwain Smully

Date: August 13, 2012

Attorney: N. David Durant

Date: _____

Witness: _____

EXHIBIT

A

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRYCOUNTY

COURT OF COMMON PLEAS

RALPH P. STROMAN, SPECIAL REFEREE

APPELLATE CASE NO. 2014-002593

Dewey Lee Small,.....Respondent,

v.

Maxine Johnson a.k.a. Maxine McQueen a.k.a. Maxcine Johnson,
Ernestine Small Bass, Rose Small a.k.a. Rosemary Mary McQueen,
Kassandra D. Odom a.k.a. Kassandra D. Shea, Michelle D. Odom
a.k.a. Michelle D. DeLa Cort, Queenie Small a.k.a. Queenie B.
Arnold a.k.a. Qunnie Arnold, Lewis Filton Small, Jr., a.k.a. Pete
Small, William Franklin Small, a.k.a. Danny Small, Patsy Ann
Small a.k.a. Patsy Small Crock a.k.a. Patsy Ann Small Pierick
Crock a.k.a. Patsy Pierick, Donald Lee Small, Janava Small,
a.k.a. Janava Small Lonneux a.k.a. Candy Small, Daisy Dean
Small, a.k.a. Dean Small, Sandra Small, a.k.a. Sandra Howard,
Jacqueline L. White, Jimmy Prince, Jr., Veretta Norman, Venata
Small Olivera, Marcus Johnson, Jr., Dewey Jerome Johnson,
John Doe, and Jane Doe, Representatives of any unknown Heirs,

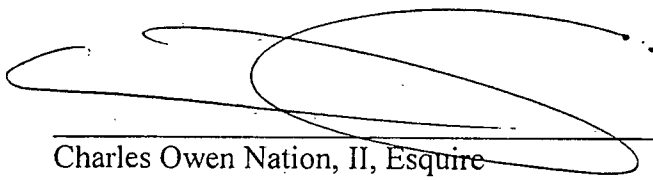
In Re: The Estate of Lewis Small, Defendants,

of whom Patsy Ann Crock and Fulton Louis Small, are.....Appellants.

CERTIFICATE OF COUNSEL

I certify the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Dated at Georgetown, South Carolina, this 15 day of July, 2015.

By: 

Charles Owen Nation, II, Esquire

Nation Law Firm, P.C.

Post Office Drawer 1657

Georgetown, SC 29442-1657

Telephone No. 843.545.8877

Facsimile No. 843.545.8677

charles@nationlawfirmnc.com

Attorney for Appellants

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRYCOUNTY

COURT OF COMMON PLEAS

RALPH P. STROMAN, SPECIAL REFEREE

RECEIVED

JUL 22 2015

SC Court of Appeals

APPELLATE CASE NO. 2014-002593

Dewey Lee Small,.....Respondent,

v.

Maxine Johnson a.k.a. Maxine McQueen a.k.a. Maxcine Johnson,
Ernestine Small Bass, Rose Small a.k.a. Rosemary Mary McQueen,
Kassandra D. Odom a.k.a. Kassandra D. Shea, Michelle D. Odom
a.k.a. Michelle D. DeLa Cort, Queenie Small a.k.a. Queenie B.
Arnold a.k.a. Qunnie Arnold, Lewis Filton Small, Jr., a.k.a. Pete
Small, William Franklin Small, a.k.a. Danny Small, Patsy Ann
Small a.k.a. Patsy Small Crock a.k.a. Patsy Ann Small Pierick
Crock a.k.a. Patsy Pierick, Donald Lee Small, Janava Small,
a.k.a. Janava Small Lonneux a.k.a. Candy Small, Daisy Dean
Small, a.k.a. Dean Small, Sandra Small, a.k.a. Sandra Howard,
Jacqueline L. White, Jimmy Prince, Jr., Veretta Norman, Venata
Small Olivera, Marcus Johnson, Jr., Dewey Jerome Johnson,
John Doe, and Jane Doe, Representatives of any unknown Heirs,

In Re: The Estate of Lewis Small, Defendants,

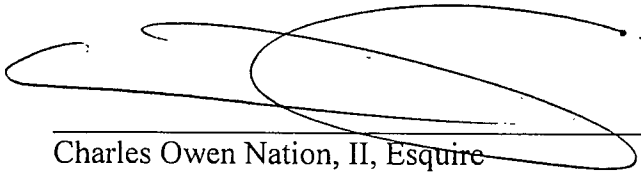
of whom Patsy Ann Crock and Fulton Louis Small, are.....Appellants.

CERTIFICATE OF COUNSEL

WON

I certify the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Dated at Georgetown, South Carolina, this 1st day of July, 2015.

By: 

Charles Owen Nation, II, Esquire

Nation Law Firm, P.C.

Post Office Drawer 1657

Georgetown, SC 29442-1657

Telephone No. 843.545.8877

Facsimile No. 843.545.8677

charles@nationlawfirmnpc.com

Attorney for Appellants

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM HORRYCOUNTY

COURT OF COMMON PLEAS

RALPH P. STROMAN, SPECIAL REFEREE

RECEIVED

JUL 22 2015

SC Court of Appeals

APPELLATE CASE NO. 2014-002593

Dewey Lee Small,.....Respondent,

v.

Maxine Johnson a.k.a. Maxine McQueen a.k.a. Maxcine Johnson,
Ernestine Small Bass, Rose Small a.k.a. Rosemary Mary McQueen,
Kassandra D. Odom a.k.a. Kassandra D. Shea, Michelle D. Odom
a.k.a. Michelle D. DeLa Cort, Queenie Small a.k.a. Queenie B.
Arnold a.k.a. Quinnie Arnold, Lewis Filton Small, Jr., a.k.a. Pete
Small, William Franklin Small, a.k.a. Danny Small, Patsy Ann
Small a.k.a. Patsy Small Crock a.k.a. Patsy Ann Small Pierick
Crock a.k.a. Patsy Pierick, Donald Lee Small, Janava Small,
a.k.a. Janava Small Lonneux a.k.a. Candy Small, Daisy Dean
Small, a.k.a. Dean Small, Sandra Small, a.k.a. Sandra Howard,
Jacqueline L. White, Jimmy Prince, Jr., Veretta Norman, Venata
Small Olivera, Marcus Johnson, Jr., Dewey Jerome Johnson,
John Doe, and Jane Doe, Representatives of any unknown Heirs,

In Re: The Estate of Lewis Small, Defendants,

of whom Patsy Ann Crock and Lewis Filton Small, Jr. are.....Appellants.

PROOF OF SERVICE

I, the undersigned attorney for the Appellants, certify I have served one (1) copy of

the **Record on Appeal**, one (1) copy of the **Final Brief of Appellants**, and one (1) copy of the **Final Reply Brief of Appellants**, on Respondent, Dewey Lee Small, by depositing a copy of this document in the United States Mail, postage prepaid, addressed to N. David Durant, Esquire, Law Offices of N. David Durant and Associates, Post Office Box 14722, Surfside Beach, SC 29587, attorney of record for Dewey Lee Small, and have also deposited fifteen (15) copies of the **Record on Appeal**, one (1) of which is unbound, and fifteen (15) copies of the **Final Brief of Appellants**, one (1) of which is unbound, and fifteen (15) copies of the **Final Reply Brief of Appellants**, one (1) of which is unbound, in the UPS, postage prepaid, addressed to the Honorable Jenny Abbott Kitchings, Clerk, South Carolina Court of Appeals, P.O. Box 11629, Columbia, SC 29211, on July 19, 2015.

Dated at Georgetown, South Carolina, this 20th day of July, 2015.

Nation Law Firm, P.C.:

By:



Charles Owen Nation, II, Esquire
Post Office Drawer 1657
Georgetown, SC 29442-1657