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**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
The Honorable Mikell Scarborough  
Master in Equity

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Case No. 2010-CP-10-7241

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JOHN M. ENGLISH ..... Appellant

v.

ELLEN SEXTON ..... Respondent

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**RECORD ON APPEAL**

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7455 Cross County Road  
P.O. Box 40578  
Charleston, SC 29423-0578  
(843) 720-0220  
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davidacollins2@aol.com

Other counsel of record:

G. Thomas Hill, Esq.  
6209 Savannah Highway  
Ravenel, SC 29470

John Evander White, Jr., Esq.  
5305 Sumters Run  
N. Charleston, SC 29418

**INDEX**

Arbitration Agreement and Award, 8/4/11	R-1
Consent Order, 4/29/13	R-7
Master's Order, 10/15/14	R-9
Affidavit of Co-Counsel in Support of Motion to Alter or Amend Order Concerning Disbursement of Funds, 9/4/14	R-13
Motion to Alter or Amend Order Concerning Disbursement of Funds, 9/4/14	R-36
Motion for Reconsideration, 10/22/14	R-38

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
COUNTY OF COLLETON )

BEFORE THE ARBITRATOR  
  
CIVIL ACTION NO. 2010-CP-10-7241  
CIVIL ACTION NO. 2010-CP-15-923

JOHN M. ENGLISH, )  
 )  
PLAINTIFF, )  
 )  
vs. )  
 )  
ELLEN SEXTON, )  
 )  
DEFENDANT. )

ARBITRATION AGREEMENT  
AND AWARD

ARBITRATOR:  
DATE OF HEARING:  
PLAINTIFF'S ATTORNEYS:  
  
DEFENDANT'S ATTORNEYS:

Honorable Richard E. Fields  
June 23, 2011  
Karen DeJong, Esquire  
John E. White, Jr., Esquire  
Grady Query, Esquire  
Bentley D. Price, Esquire

BY  
JULIE J. ARMSTRONG  
CLERK OF COURT  
2011 AUG -4 AM 9:4

FILED

These matters came before the undersigned Arbitrator on June 23, 2011 by Consent Orders of the Charleston County and Colleton County Courts of Common Pleas.

By Consent Order filed in Charleston County in the matter of John M. English vs. Ellen Sexton, 2010-CP-10-7241, said case and controversy was submitted for final determination to the undersigned Arbitrator to be decided without necessity of any explanation for the ruling.

By Consent Order filed in Colleton County in the matter of John M. English vs. Ellen Sexton, 2010-CP-15-923, said case and controversy was submitted for final determination to the undersigned Arbitrator to be decided without necessity of any explanation for the ruling.

These cases were, by said Consent Orders, to be heard together by this Arbitrator no later than June 23, 2011. Proper notice of the hearing was given, and these matters came before the Arbitrator on June 23, 2011. The parties and their attorneys were present.

Prior to the beginning of the hearing by the encouragement of the Arbitrator, the parties and their attorneys agreed to engage in a final attempt to settle their disputes. This attempt resulted in successfully resolving the issues regarding ownership and possession of the real estate and some of the personal property. Issues regarding certain personal property which were not resolved by agreement were submitted to the Arbitrator.

The issues raised in the case before the Arbitrator involved the following:

- 1) ownership and rights to two parcels of real estate, one in Charleston County and one in Colleton County,
- 2) ownership of certain items of personal property,
- 3) payment of a Mediator's fee to the Honorable Gerald C. Smoak, and
- 4) payment of the Arbitrator's fee in this process.

The parcel whose ownership was at issue in the Charleston County action was the former joint residence of the parties, a home and lot located at 2399 Furman Drive, Charleston, South Carolina. A copy of the legal description of this tract is attached hereto as Exhibit "A" and incorporated herein by reference.

The parties agreed, and I so find, that the Plaintiff or his nominee is entitled to an ownership interest of sixty (60%) percent as evidenced by a general warranty deed in and to the home and lot located at 2399 Furman Drive, Charleston, South Carolina; and the Defendant shall be entitled to retain a forty (40%) percent ownership interest in this home and lot.

The parcel or real estate in the Colleton County action is a tract of 13.5 acres, more or less. A copy of the legal description of this tract is attached hereto as Exhibit "B" and incorporated herein by reference.

The parties agreed, and I so find, that the Plaintiff or his nominee is entitled to an ownership interest of sixty five (65%) percent as evidenced by a general warranty deed in and to the tract of land located in Colleton County, South Carolina; and the Defendant shall be entitled to retain a thirty five (35%) percent ownership interest in this tract.

The Defendant is directed to convey the Plaintiff's interest in the above two parcels of real estate to his nominee, Clayton G. English, by deed to be executed and recorded forthwith.

The parties agreed, and I so find, that both parcels of real estate shall be listed by Beth Byrd, a realtor with Colwell Banker Real Estate, and sold for fair market value as soon as possible with the net proceeds to be distributed at closing to the parties or counsel for the parties according to the respective ownership interests. I direct that the aforesaid two parcels of property be listed at a price which would encourage timely sales, and I further direct the parties to cooperate in the marketing efforts by the realtor. Notwithstanding the foregoing, the parties are directed to withhold listing the Colleton County property with a realtor for thirty (30) days to allow the parents of the Defendant to make a reasonable offer consistent with the true market value to purchase the said property and thereby save a realtor's commission.

The parties agreed, and I so find, that the Defendant shall remain in temporary possession of the residence and the land in Colleton County but is required to keep the mortgage payments upon the residence and the Colleton County land current until the closing of the sales of these properties.

I find that the Defendant has proven the payment of two thousand (\$2,000.00) dollars toward the purchase of the Ford Explorer automobile now in possession of the Plaintiff. I find that the Plaintiff acknowledges that all payments on the said vehicle were made by the

Defendant. I find that the Plaintiff shall be entitled to continue in possession of the said automobile until the residence is sold and shall be entitled to the title and ownership of the Ford Explorer automobile upon reimbursement to the Defendant of the two thousand (\$2,000.00) dollars down payment and all the payments made by the Defendant at two hundred ninety three and 78/100 (\$293.78) dollars which was financed for five (5) years for a sum total of seventeen thousand six hundred twenty six and 80/100 (\$17,626.80) dollars. The Plaintiff may reduce the total by the amount of any checks written to the Defendant in the exact amount of the payment or specifying that the check or money order is for the payment.

The parties agreed, and I so find, that the following personal property shall be returned by the Plaintiff to the Defendant:

- 1) portable heater (John testified that it is broken)
- 2) coffee table and end table
- 3) green sofa and recliner
- 4) Frank's GPS
- 5) Defendant's father's Dremel tools
- 6) sleigh bed
- 7) pub table and four (4) chairs

The parties agreed, and I so find, that the following personal property shall be returned by the Defendant to the Plaintiff :

- 1) 1972 16' Starcraft Supersport boat title #WAA835431, ID # 994142, registration # SC-8069-BN, with 1984 Evinrude 70 HP motor, model E70TLC, title # MAA271379, ID # J0434755, and trailer
- 2) grandfather clock
- 3) model sailboat (Jimmy Buffet store)
- 4) two (2) drawer mahogany lateral cabinet and mahogany desk with glass top (agreed that this personal property will be removed after the sale of Furman Drive)
- 5) round end table and matching armoire
- 6) armoire
- 7) Grandmother's mahogany bed frames
- 8) red four (4') foot tool box
- 9) GE profile black refrigerator
- 10) Port of London (dresser) bought in Beaufort
- 11) four (4) drawer dresser

The above listed personal property shall be exchanged between the two (2) parties prior to the sale of Furman Drive but after the Contract for Sale has been signed. Testimony was taken regarding the remaining items of personalty claimed by the Defendant, but this Arbitrator determined that the evidence did not make a convincing case for relief as to such.

The Agreement between the parties and the rulings of the Arbitrator are hereinafter agreed upon by the parties and enforceable upon application of either party for and by

subsequent Order(s) of the Arbitrator, who retains jurisdiction for the purpose of enforcement or clarification of this Agreement and his rulings.

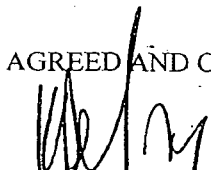
I find that the sum of one thousand (~~800~~ <sup>800</sup>000.00) dollars represents the reasonable mediation fee, said mediation conducted by the Honorable Gerald C. Smoak; and that this amount should be divided equally between the Plaintiff and the Defendant.

The total fee of the Arbitrator in this process will be determined after the sale of the properties and the full conclusion of this matter.

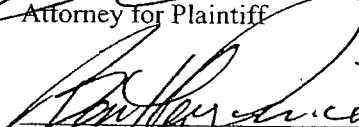
August 3<sup>rd</sup>  
2011

  
RICHARD E. FIELDS, ARBITRATOR

AGREED AND CONSENTED TO:

  
KAREN M. DEJONG, ESQUIRE  
Attorney for Plaintiff

  
JOHN E. WHITE, JR., ESQUIRE  
Attorney for Plaintiff

  
BENTLEY D. PRICE, ESQUIRE  
Attorney for Defendant

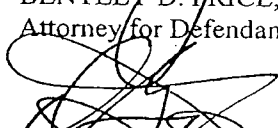
  
GRADY QUERY, ESQUIRE  
Attorney for Defendant

Exhibit "A"

All that certain piece, parcel or lot of land, situate, lying and being in Charleston County, South Carolina, known and designated as Lot 5, Block H, Drayton on the Ashley, as shown on a plat made by S&S Engineering, Inc., recorded November 30, 1971 in the RMC office for Charleston County, in Plat Book Q, page 50.

This being the same property conveyed to Ellen Sexton by undated deed of Clayton G. English (Probated July 24, 2001), filed on September 16, 2002 in Deed Book O 418, page 276 on the Office of the RMC for Charleston County.

Property address: 2399 Furman Drive, Charleston, SC 29414

TMS# 358-12-00-214

Exhibit "B"

All that certain piece, parcel or lot of land, located in the Red Oak Community, Colleton county, South Carolina, measuring and containing approximately 14.44 acres, more or less, being shown and designated as a 13.54 acre tract and a 0.090 acre tract on that certain plat prepared for Christopher Scott Grooms by Robert L. Hines, No. 4551, dated November 6, 2001. Said plat recorded in the office of the Clerk of Court for Colleton County in Plat book 33 at page 650. For further descriptions reference should be made to the above referenced plat which is incorporated herein.

This being the same property conveyed to Ellen Sexton by deed of John English dated august 13, 2004 and filed September 24, 2004 in Volume 1077, page 48 in the RMC Office for Colleton County

AKA: 3093 Pierce Road, Cottageville, S.C. 29435

Parcel # 120-00-00-118.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2010-CP-10-7241

John M. English, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Ellen Sexton )  
 )  
Defendant. )

CONSENT ORDER

FILED  
2013 APR 29 AM 9:47  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY: [Signature]

This matter came before me on March 22, 2013 for a Status Conference. Present were G. Thomas Hill, Esquire, counsel for the Defendant, David A. Collins, Esquire, counsel for the Plaintiff, and the parties. Counsel advised the Court the parties would be submitting a Consent Order outlining certain agreed upon parameters for the sale of the home involved herein. Based upon the representations of counsel and the pleadings on file

IT IS HEREBY ORDERED:

1. That the home be marketed by the appointed realtors with all due haste. This Court has extended the marketing period to July 2, 2013. \*
2. If home should sell and there are proceeds from the closing, all proceeds shall be placed in an escrow account until such time as the parties can agree in writing as to the distribution of the proceeds of the Court shall determine distribution of the proceeds. *MRS and*
3. That the Court shall issue a scheduling order after the sale to provide for some minimal discovery and a hearing date to determine the distribution of the sale proceeds.

*[Signature]*  
The Honorable Mikel Scarborough  
Master in Equity for Charleston County

Charleston, SC  
*4/16* 2013

*\* In the event the property does not close by Aug 1, 2013, the court shall be empowered to execute the seller's deed.*

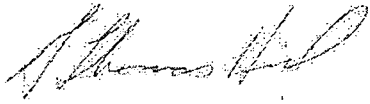
I so move,



---

David A. Collins, Esq.  
Attorney for the Plaintiff

I consent,



---

G. Thomas Hill, Esq.  
Attorney for the Defendant



## FINDINGS

1. I find that the Arbitration Agreement and Award executed by the Honorable Richard Fields has been approved by all parties and confirmed by the Court and has been entered into by all parties and has been made a part of the court record.
2. I find that all divisions/distributions of funds/property as delineated in the Arbitration Agreement and Award have been completed as the date of this hearing; except for the division/distribution of the sale proceeds from the sale of the Furman Home (60% to Plaintiff and 40% to Defendant), and, disposition of Ford Explorer vehicle.
3. I find that the Plaintiff has used and possessed the Ford Explorer vehicle since the date of purchase almost exclusively as the primary driver of said vehicle and that said vehicle was purchased Defendant for Plaintiff due to Defendant's ability at the time of purchase to obtain a loan.
4. I find that the Arbitration Agreement and Award provides that at the time of distribution of the sales proceeds from the sale real estate that Plaintiff is to reimburse Defendant all sums paid by Defendant to purchase said Ford Explorer, and that the Defendant is to sign over the Title to the Ford Explorer to the Plaintiff.
5. I find that Defendant has made all the payments (*down payment and loan payments*) associated with the purchase the Ford Explorer vehicle through Defendant's testimony, a reading of Arbitration Agreement and Award, and, the submission of Defendant's Exhibit 1 which includes the following: Title to Ford Explorer, a \$2,000.00 down payment check for Ford Explorer made by Ellen B. Sexton, the Checking Account History of Ellen B. Sexton Account #0000107395 showing monthly Automatic Transfer of Funds in the amount of \$293.78 beginning June 2006 and ending May 2011 for Ford Explorer, and Heritage Trust Vehicle Loan Documentation regarding Ford Explorer.
6. I find that the Plaintiff is required to reimburse the Defendant the funds she expended for



the purchase of said Ford Explorer due to his predominant exclusive use and possession of said vehicle since June 2006, and due to the wear and tear on the vehicle that Plaintiff has put on said vehicle which is now located on the west coast of the United States of America; and, that Defendant is to sign over the Title to the Ford Explorer to the Plaintiff.

7. I find that the total amount paid by Defendant towards the purchase of the Ford Explorer vehicle totals \$19,626.80 (i.e., \$2000.00 down payment and \$17,626.80 in loan payments).

8. I find that the sum of \$72,000.00 from the sale of the Furman Home is being held in Escrow by Attorney David A. Collins.

9. I find that 40% of \$72,000.00 equals \$28,800.00, and, 60% of \$72,000.00 equals 43,200.00.

10. I find that the Plaintiff has entered into a fee agreement with Attorney John White.

#### CONCLUSIONS OF LAW

**First:** I hereby conclude, pursuant to the law and equity, that the Defendant is entitled to 40% of the proceeds from the sale of the Furman Home which amounts to \$28,800.00 plus the sum of \$19,626.80 for the Ford Explorer which is to be deducted out of the Plaintiff's share of the proceeds from the sale of the Furman Home.

**Second:** I hereby conclude, pursuant to contract law, that attorney fees in the amount of \$ 18,112.69 is to be awarded to John White attorney for Plaintiff, and that said sum is to be deducted out of the Plaintiff's share of the proceeds from the sale of the Furman Home.

**Third:** I hereby conclude, pursuant to the law and equity, that Plaintiff is to receive all remaining proceeds from the sale of the Furman Home.

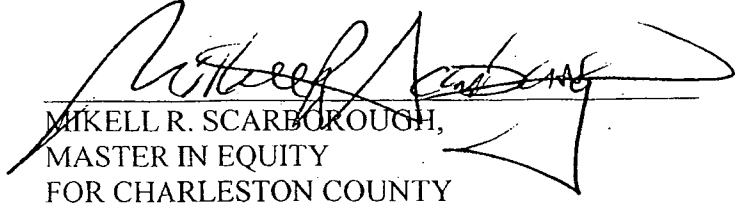
#### **IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED,**

a) that Defendant is to receive the sum of \$48,426.80 it is further

b) that Attorney John White is to receive the sum of \$ 18,112.69 in attorney fees; it is further

c) that John English shall receive the sum of \$ 5460.51 <sup>02</sup>

**IT IS SO ORDERED!**

  
MIKELL R. SCARBOROUGH,  
MASTER IN EQUITY  
FOR CHARLESTON COUNTY

Charleston, South Carolina

Oct 7, 2014

*\* This Net Sum to Mr. English does not  
account for any fee owed to Mr. Collins or Mrs. de Jong,  
his current and prior counsel in this matter.*



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )  
 COUNTY OF COLLETON )  
 )  
 JOHN M. ENGLISH, )  
 )  
 PLAINTIFF, )  
 )  
 vs. )  
 )  
 ELLEN SEXTON, )  
 )  
 DEFENDANT. )

IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION NO. 2010-CP-10-7241  
 CIVIL ACTION NO. 2010-CP-15-923

AFFIDAVIT OF CO-COUNSEL IN SUPPORT  
 OF MOTION TO ALTER OR AMEND ORDER  
 CONCERNING DISBURSEMENT OF FUNDS

FILED  
 SEP - 4 PM 2:56  
 J. E. ARMSTRONG  
 CLERK OF COURT

PERSONALLY APPEARS BEFORE ME, the undersigned, John E. White, Jr., who, being duly sworn, states as follows:

1. Affiant is a citizen and resident of the State of South Carolina, County of Dorchester and is an attorney in good standing, licensed by the South Carolina Supreme Court, and is co-counsel for Plaintiff in the above-encaptioned litigation, hereinafter called "the subject litigation".
2. Affiant makes this Affidavit upon his own personal knowledge, excepting those matters stated upon information and belief. As to such statements made upon information and belief, Affiant believes them to be true.
3. Affiant commenced litigation known as Civil Action No.: 2010-CP-15-923 on behalf of Plaintiff by filing and serving a summons and complaint in Colleton County, South Carolina, alleging, inter alia, Plaintiff to be the true owner of the land located at 2093 Pierce Road, Cottageville, South Carolina 29435 (hereinafter called the Cottageville property") and praying for legal title thereto.
4. Affiant also commenced litigation known as Civil Action No.: 2010-CP-10-7241 on

behalf of Plaintiff by filing and serving a summons and complaint in Charleston County, South Carolina, alleging, inter alia, Plaintiff to be the true owner of the real property where her and Defendant had formerly lived together, located at 2399 Furman Drive, Charleston South Carolina (hereinafter called "the Furman Drive property") and praying for legal title thereto.

5. On or about January 3, 2011, Plaintiff retained Karen DeJong of the DeJong Law Firm, LLC as additional counsel, whereupon Karen DeJong, Affiant and Plaintiff entered into an agreement regarding representation, attorney's fees, etc. The terms of such representation were memorialized in writing by the document attached hereto as Exhibit "A". The agreement attached hereto as Exhibit "A" evidences that Plaintiff agreed to pay his attorneys (Karen DeJong and Affiant) a total contingent attorney fee of 40% of Plaintiff's total recovery from the litigation. It also specifies that each attorney shall be entitled to an attorney's fee equal to 20% of Plaintiff's total recovery from the subject litigation. (Since Affiant's expertise was in real estate law and Karen DeJong was a trial attorney, the understanding between Plaintiff and his attorneys was that Karen DeJong would generally handle court appearances such as the trial of the case and Affiant would handle legal research, drafting documents, briefs, etc.).

6. The two cases were consolidated for trial and were referred to the Honorable Richard E. Fields as arbitrator.

7. On the day scheduled for the merits hearing before the arbitrator, immediately prior to the hearing, the parties reached a settlement agreement wherein they agreed to completely settle the issue of ownership of the Cottageville property and the Furman Drive property as follows:

- (a) Defendant would deed to Clayton G. English, as Plaintiff's nominee, an undivided 65% ownership interest in the Cottageville property; and,
- (b) Defendant would deed to Plaintiff's brother, Clayton G. English, as nominee for

Plaintiff, an undivided 60% ownership interest in the Furman property; and  
(c) Both properties would be sold and the proceeds divided between the parties according to their respective ownership interests.

8. The agreement of the parties was confirmed by Order of the Honorable Richard E. Fields, as the court-appointed arbitrator.

9. Defendant executed and delivered to Affiant deeds to the subject properties in compliance with the Order of Judge Fields, Affiant recorded such deeds and Plaintiff received recovery from such litigation. Upon receiving such deeds, Plaintiff commenced trying to sell the subject real property and quickly found purchasers (Timothy and Jewell Jurco, hereinafter called "the Jurco's") for the Cottageville property. On October 14, 2011, the Jurco's leased the property and paid \$10,000.00 for the option to buy the property for \$ 135,000.00 within 24 months. (The sale was not closed until March 29, 2013, which, upon information and belief, was approximately 2 months before Karen DeJong was released of record as co-counsel for Plaintiff.)

10. Meanwhile, upon information and belief, no later than in November or December of 2012, a dispute had arisen between Plaintiff and co-counsel Karen DeJong, which dispute resulted in Ms. DeJong ceasing, upon information and belief, to work on the subject litigation in December of 2012, and also resulting in Ms. DeJong filing a motion to be relieved as counsel for Plaintiff and Plaintiff responding that he had fired her in November of 2012.

11. When Ms. DeJong ceased working as counsel in December, 2012, Affiant became, once again, Plaintiff's sole attorney in these cases. Affiant is informed and believes that Affiant learned of the dispute in or before February of 2013 when Affiant is informed and believes he was served with former co-counsel's motion to be relieved as counsel. Affiant and Plaintiff agreed that Affiant would continue to represent Plaintiff

for fees amounting to only 20% of Plaintiff's recovery.

12. Upon information and belief, Ms. DeJong was not paid through or from the proceeds of the Cottageville closing and has not been paid any money for her services and Plaintiff has stated that he has no intention to pay her for her services. (Affiant is unaware of any attempts made by her to collect any fee for her services.)

13. Affiant is informed and believes that, on or about January 15, 2012, Plaintiff retained David A. Collins, Esquire to assist in finishing any remaining issues (anticipated to include recovery of his personal property, damages for Defendant's actions and issues involving the sale of the Furman Drive property), which issues had been referred to the Honorable Mikell R. Scarborough, Master-in-Equity for Charleston County.

14. Affiant is informed and believes that after the purchasers of the Cottageville property retained James Daniel Lucero, Esquire of Lucero and Watkins (who had formerly worked in a firm in which Affiant was a partner) to close the sale of the Cottageville property, Plaintiff refusal to close with that firm due to their title insurance company's refusal to insure over a judgment against Plaintiff. (Affiant, on Plaintiff's behalf, unsuccessfully argued that the lis pendens Affiant had filed in the case prevented the judgment from attaching to the Cottageville property. The title insurance company apparently did not want to buy into potential litigation).

15. Affiant is informed and believes that the purchasers of the Cottageville property then retained the Weeks and Irvine law firm to close the sale, and the closing was assigned to Joseph Hand, Esquire in their Summerville office, who formerly worked at a firm in which Affiant was a partner. Mr. Hand also required payment of the judgment if he were to close the transaction. (Again, Affiant argued unsuccessfully, on Plaintiff's behalf concerning the judgment.)

16. Affiant is informed and believes that Plaintiff advised someone at the Weeks and

Irvine law firm that Plaintiff did not think Affiant was representing him, causing Affiant to become suspicious of Plaintiff's motives for making such a statement.

17. Upon information and belief, Plaintiff was very frustrated and recommended to the Jurco's or to their loan officer, Lee Pelham of Union Mortgage, that he would not close the sale of the Cottageville property with any attorney who would require him to pay the alleged lien of the problematic judgment and recommended that they should use another attorney to close the Cottageville sale of the Cottageville property.

18. Upon information and belief, R. David Chard, Esquire was thereafter chosen (without the knowledge of Affiant) to close the sale of the Cottageville property and closed the transaction on March 29, 2013 (without the prior knowledge of Affiant).

19. Upon information and belief, the disputed judgment filed in Colleton County was not paid off in through the closing and, upon information and belief, neither attorney has received any of their attorney's fees from the proceeds of that closing of The Furman Drive closing.

20. After learning of the closing on the Cottageville property, Affiant contacted R. David Chard by email and asked for a copy of the HUD-1 Settlement Statement. Affiant also asked for Mr. Chard to protect Affiant's fees in the amount of 20% of Plaintiff's recovery. Mr. Chard, Affiant believes in a phone call, told Affiant that Plaintiff claimed Affiant had agreed to a lesser fee. Affiant, of course, advised him that such was not so and offered by email, to send him the retainer if Plaintiff denied owing Affiant the money, which offer was not accepted.

21. Affiant is informed and believes that a true and accurate copy of the HUD-1 Settlement Statement executed at the closing of the Cottageville property is attached hereto as Exhibit "B". Exhibit "B" evidences that it was signed by Plaintiff, as attorney-in-fact for Meredith Fallin. The Addendum to the HUD-1 evidences that the check for

the seller's proceeds would be made out to "John English (Meredith Fallin)". The Addendum shows that, after all closing costs and Plaintiff's obligation to pay his portion of the mediator's fee had been deducted,, the check to Plaintiff would in the sum of \$ 71,633.51. In addition to this amount shown as payable to Plaintiff, the addendum shows payment of \$ 500.00 from Plaintiff's funds to the mediator in the subject litigation, a cost for which Plaintiff is separately responsible in addition to his attorney's fees, thereby making Plaintiff's net recovery from the sale of the Cottageville property to be \$ 72,133.51. Pursuant to the agreement between Affiant and Plaintiff, Affiant is entitled to 20% of Plaintiff's recovery from such sale, that being \$ 14,426.70.

22. As to the Furman Drive property, Affiant is informed and believes that Plaintiff had an attorney not involved in the subject litigation prepare and file a deed to the Furman Drive property which transferred legal title from Clayton G. English, who held title as nominee for Plaintiff, to Plaintiff's daughter, Meredith Fallin, who thereby acquired the legal title only (which was evidenced by the recorded order of Judge Fields, was the only title owned by Clayton G. English, equitable title remaining in Plaintiff). That deed is dated February 10, 2012 and was filed of record on February 13, 2012 in Book 233, at page 309. (Affiant cannot recall the date Affiant found this deed.)

23. Affiant is informed and believes that, on or about January 10, 2012, Defendant and Meredith Fallin (on behalf of Plaintiff and in compliance with the order of this Court) listed the Furman property for sale with the court-appointed realtors.

24. Upon information and belief, the Furman property sold for \$ 510,000.00 according to the deed signed by Defendant and by Plaintiff as attorney-in-fact for Meredith English, dated May 9, 2013 and recorded in Book 331 at page 265 on May 15, 2013 and according to the HUD-1 settlement statement (Exhibit "C" hereto). Affiant was not advised in advance of at any time thereafter by anyone of the fact that the parties, or one of the parties had chosen Hennessey & Dodds to close the sale or of the

date it was closed. At some point in time after the closing, Affiant who, by then was quite suspicious, found the deed indexed on the RMC's website.

25. Affiant, at some point in time, was informed by co-counsel that the funds could be not be disbursed until this Court conducts a hearing on how the funds would be disbursed.

26. There are additional and unfortunate reasons to be uncertain about Plaintiff's intentions to pay Affiant his attorney's fee or to pay it in full, including Plaintiff's angry arguments with Affiant resulting from a matter that should not be of public record, This Court is aware of the matter mentioned herein, but Affiant would like the opportunity to present testimony if needed concerning same, if and only if the transcript of testimony will be sealed by court order as requested in Affiant's motion.

27. Affiant has spent at least hundreds of hours working on Plaintiff's behalf, including many hours necessitated by the intransigence of the parties, and knows of no legitimate defense to payment of Affiant's attorney's fees.

28. Affiant is informed and believes that Affiant is entitled to be fully compensated for his services and that Plaintiff shall not honor his obligation to pay Affiant the full amount Plaintiff owes Affiant unless the Court protects Affiant's attorney's fees. Such belief is based on the facts stated herein, including, inter alia, upon:

- (a) the Plaintiff's failure and refusal to advise Affiant of the attorneys who would be conducting closings of the sales of the subject properties;
- (b) the Plaintiff's failure and refusal to advise Affiant of the dates of closings of the sales of the subject properties,
- (c) the Plaintiff's failure and refusal to advise Affiant of the amounts Plaintiff received or is entitled to receive from the closings of the sales of the subject properties;
- (d) the anger and resentment Plaintiff showed during arguments about the confidential

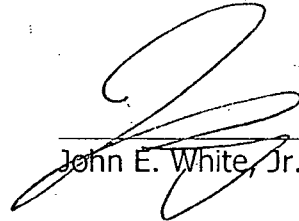
matter, recently (by way of telephone call from Plaintiff last night) described to Affiant as the reason Plaintiff decided to avoid using Plaintiff as his attorney subsequent to such arguments;;

- (e) Affiant's discovery of Plaintiff's history of not paying people for their services as evidenced by the public records of Charleston County; upon information and belief, by his failure to pay co-counsel; and, upon information and belief, by his and his apparent reluctance to pay any more of Affiant's fees after apparently concluding that Affiant's services were no longer required;
- (f) Plaintiff's statement that he could not afford to pay Affiant the attorney's fee he owes Affiant;
- (g) Plaintiff's alleged statement to Mr. Hand or his staff that he did not think Affiant represented Plaintiff which appeared to be an attempt to close the sale of the Cottageville property without payment to Affiant of his attorney's fees as well as his alleged statement to Mr. Chard that Affiant had agreed to a lesser fee than 20% of the proceeds;
- (h) Plaintiff's change in behavior toward Affiant after the major issues of the litigation had been settled and Affiant had earned his fees;

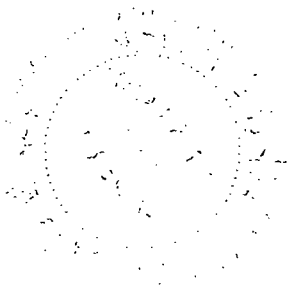
29. In summary, Plaintiff agreed to pay Affiant 20% of his total recovery from the subject litigation. According to the HUD-1 attached as Exhibit "B", Plaintiff had a recovery of \$ 72,133.51 from the sale of the Cottageville property and according to the HUD-1 attached hereto as Exhibit "C", Plaintiff had a recovery of \$ 43,429.97, assuming the Court does not adjust the disbursements. Affiant's attorney's fee (20% of recovery), based upon these amounts, assuming the Court does not adjust Plaintiff's recovery, totals \$ 23,112.69. Affiant has so far aid \$ 5,000.00 toward this fee. After crediting Plaintiff's payment to Affiant of \$ 5,000.00, Plaintiff owes Affiant a balance of \$ 18,112.69. Plaintiff has promised further payment of attorney's fees, but has not affirmed that he would pay the entire amount he owes.

31. Affiant is informed and believes that Affiant is entitled to an order of this Court requiring payment of Affiant's attorney's fees and requiring Plaintiff to timely pay Affiant his fees of 20% of Plaintiff's recovery; authorizing and instructing any persons in

possession of or in control of any proceeds from the sales of the Cottageville property and/or the Furman Drive property to protect Affiant's fees by paying his attorney's fees timely and directly to Affiant upon such terms and conditions as the Court may determine to be just and proper; and for such other and further relief as may be just and equitable.

  
John E. White, Jr.

SWORN TO BEFORE ME THIS  
2 DAY OF September, 2014

  
Misty M. Church  
Notary Public for South Carolina  
My commission expires: May 20, 2016

January 3, 2011

John M. English  
649 Hidden Boulevard  
Mt. Pleasant, SC 29464

RE: English v. Sexton  
Case No. 2010-CP-10-7241

English v. Sexton  
Case No. 2010-CP-15-923

Dear Mr. English:

This letter is to acknowledge and thank you for retaining the DeJong Law Firm, LLC (the "Firm") to represent you (hereinafter referred to as the "Client") in connection with the above-referenced matter. We would like to confirm the terms and scope of our representation, which are as follows:

● **THE CLIENT.** We are representing you in connection with the matter described above and described more fully hereinbelow. Unless specifically agreed otherwise in writing, we are not representing in this matter any of the organizers, officers, directors, employees, affiliated (parent or subsidiary) companies, investors, shareholders, members or partners, if any, of the Client or guarantors of any loans to the Client. In the event the Client enters into a financing transaction which requires an opinion letter from the Firm with respect to guarantors or other third parties (for example, an opinion concerning guarantors), our representation of such guarantors or other parties is limited solely to giving such opinion to the lender. We are not representing such guarantors or other parties in any other matters, including, but not limited to, their dealings with the Client and with each other.

● **MATTER FOR WHICH LEGAL REPRESENTATION IS PROVIDED.** You have asked the Firm to represent you individually with regard to a current pending action in which you are the Plaintiff in a breach of contract claim.

● **LEGAL FEES.** The Firm has taken your case on a contingency basis. You agree that if we undertake to advance a claim in your behalf, you will pay the Firm a contingency fee of forty percent (40 %) (with 20% to the DeJong Law Firm, LLC and 20% to The White Law Firm, L.L.C. as co-counsel) as applied to the gross amount of the sale proceeds and other funds that are collected on your

Exhibit "A"

behalf by us or resulting from our efforts with regard to the real properties located in Charleston County and Colleton County and which are the basis for the above captioned lawsuits; *provided, however*, that in the event any party files a notice of intent to appeal at any time prior to the conclusion of the claim, the contingency fee due and payable hereunder shall be increased to fifty percent (50%) (additional 10% to the DeJong Law Firm, LLC). In the event that you are entitled to pre- or post-judgment interest, such interest shall be included in the gross amount recovered for the purposes of the contingency fee arrangement set forth herein, to the extent such interest is collected. For purposes of this agreement, gross amount means the total amount of recovery before any deductions for litigation expenses, including, but not limited to, expert witness fees, travel costs, deposition fees, postage, long distance calls, collect calls, etc., subrogation payments or expenses incurred or advanced by us.

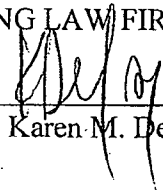
● **COSTS.** You are also responsible for all expenses incurred by the Firm or advanced by us in your behalf. This is over and above and in addition to the fees set forth herein above, and you are responsible for such expenses irrespective of the outcome of the case. Expenses normally incurred or advanced include, without limitation, court costs, court reporter fees, deposition costs, subpoena fees, witness fees, witness mileage fees, process server fees, investigators, long-distance calls, postage, photocopies (Xerox), out-of-town (out of Charleston County) travel expenses (including meals and lodging while out of town), accounting and appraisal fees, and fees and expenses of other experts which we deem are necessary to assist in the preparation and trial or the proper handling of your case.

Again, thank you for allowing the Firm the opportunity to represent you. I would appreciate your executing a copy of this letter and returning it to me at your earliest convenience. While we prefer to receive a signed copy, if we do not hear from you otherwise within two (2) days after the date of this letter, or if you ask us to begin work on this matter in the meantime, the Firm will take that as your agreement that the terms set forth in this letter are acceptable to you.

Sincerely,

DEJONG LAW FIRM, LLC

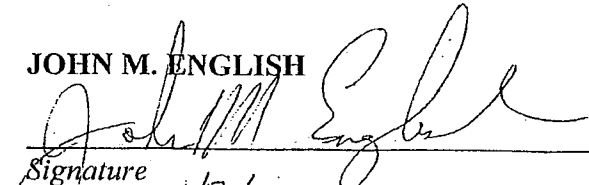
By: \_\_\_\_\_

  
Karen M. DeJong

1/5/11

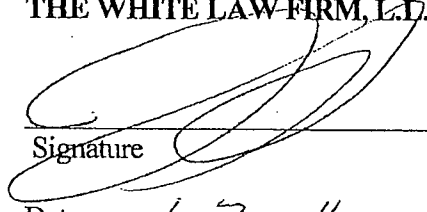
I agree to the terms of the engagement for legal representation and contingency fee as stated above.

**JOHN M. ENGLISH**

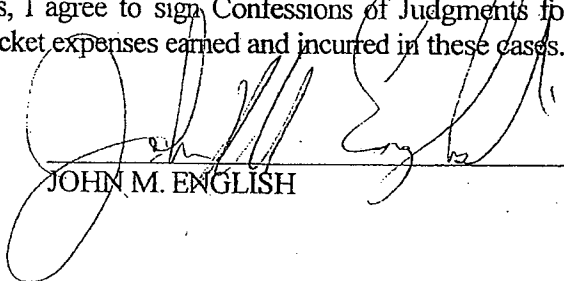
  
\_\_\_\_\_  
Signature  
Date: 1/3/11

I agree to the terms of the engagement for legal representation and contingency fee as stated above.

**THE WHITE LAW FIRM, L.L.C.**

  
\_\_\_\_\_  
Signature  
Date: 1-3-11

I, John M. English, am not aware of any pending lawsuit(s) and/or judgment(s) against the properties located in Charleston County and Colleton County, South Carolina, as referenced in the Summons and Complaints in the above captioned matters. If I fail to disclose any pending lawsuit(s) and/or judgment(s) against these properties, I agree to sign Confessions of Judgments for the actual attorney billable hours and unpaid out-of-pocket expenses earned and incurred in these cases.

  
\_\_\_\_\_  
JOHN M. ENGLISH

3-1 [Signature]  
Witness



# A. Settlement Statement (HUD-1)

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Units	6. File Number: R13-17250	7. Loan Number: 11106590	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower:  TIMOTHY S. JURCO and JEWELL A. JURCO 9495 MARKLEY BLVD. SUMMERVILLE, SC 29485	E. Name and Address of Seller:  MEREDITH FALLIN ELLEN SEXTON	F. Name and Address of Lender:  UNION MORTGAGE GROUP, INC. 9665 SLIDING HILL ROAD ASHLAND, VA 23005
G. Property Location: 3093 PIERCE ROAD COTTAGEVILLE, SC 29435 Cotton County, South Carolina TMS # 120-00-00-118	H. Settlement Agent: R. David Chard, Attorney at Law 2050 Spaulding Drive, Suite 2 North Charleston, SC 29405 Place of Settlement: 2050 Spaulding Drive, Suite 2 North Charleston, SC 29405	I. Settlement Date:  March 29, 2013

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	135,000.00	401. Contract sales price	135,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	7,158.23	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	to	407. County Taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	142,158.23	420. Gross Amount Due to Seller	135,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	10,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	334,740.00	502. Settlement charges to Seller (Line 1400)	989.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. REFUND OF OVERPAYMENT FOR APPRAISAL	65.00	504. Payoff First Mortgage to FIRST FEDERAL OF SC, F.S.	23,035.00
205.		505. Payoff Second Mortgage	10,000.00
206.		506. Deposit retained by seller	
207. Construction Draw	95,000.00	507.	
208.		508.	
209. Seller Paid Closing Costs		509. Seller Paid Closing Costs	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	to
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	105,065.00	520. Total Reduction Amount Due Seller	34,025.00
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	142,158.23	601. Gross amount due to Seller (line 420)	135,000.00
302. Less amount paid by/for Borrower (line 220)	( 105,065.00)	602. Less reductions due Seller (line 520)	( 34,025.00)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	37,093.23	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	100.97

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower

*Timothy S. Jurco by his Attorney in fact*  
TIMOTHY S. JURCO, BY HIS ATTORNEY IN FACT  
JEWELL ANN JURCO  
*Jewell Ann Jurco*  
JEWELL A. JURCO

Seller

*Meredith Fallin*  
MEREDITH FALLIN

*Ellen Sexton*  
ELLEN SEXTON

Exhibit B

700. Total Real Estate Broker Fees		Paid from	Paid from
Division of commission (line 700) as follows:		Borrower's	Seller's
701. \$	to	Funds at	Funds at
702. \$	to	Settlement	Settlement
703. Commission paid at settlement			
704.			
705.			
800. Items Payable in Connection with Loan			
801. Our origination charge, includes Origination Point (1.0000% or \$3,347.40)	\$ 4,137.40	(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)	
803. Your adjusted origination charges		(from GFE #A)	4,137.40
804. Appraisal fee to MARTIN APPRAISALS & FORESTRY, INC.	(from GFE #3)	POC \$450.00	385.00
805. Credit Report to CREDIT PLUS	(from GFE #3)	POC \$20.00	37.50
806. Tax service to UNION MORTGAGE GROUP, INC.	(from GFE #3)		81.00
807. Flood certification to	(from GFE #3)		
808. INSPECTION FEE to UNION MORTGAGE GROUP, INC.	(from GFE #3)		600.00
809.	(from GFE #3)		
810.	(from GFE #3)		
811.	(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from 03/29/13 to 04/01/13 3 @ \$95.025750/day	(from GFE #10)		165.08
902. Mortgage insurance premium for months to	(from GFE #3)		
903. Homeowner's insurance for years to	(from GFE #11)	LOT ONLY	
904.	(from GFE #11)		
905.	(from GFE #11)		
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance	months @ \$ per month	\$	
1003. Mortgage insurance	months @ \$ per month	\$	
1004. Property taxes		\$	
1005.	months @ \$ per month	\$	
1006.	months @ \$ per month	\$	
1007.	months @ \$ per month	\$	
1008. Aggregate Accounting Adjustment		\$	
1009.		\$	
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)		1,602.25
1102. Settlement or closing fee to R. David Chard, Attorney at Law	\$		
1103. Owner's title insurance to Old Republic Title Insurance Co	(from GFE #5)		100.00
1104. Lender's title insurance to Old Republic Title Insurance Co	\$ 823.50		
1105. Lender's title policy limit	\$ 334,740.00		
1106. Owner's title policy limit	\$ 135,000.00		
1107. Agent's portion of the total title insurance premium to R David Chard Title Insurance Acct	\$ 554.10		
1108. Underwriter's portion of the total title insurance premium to R David Chard Title Insurance Acct	\$ 369.40		
1109. Title Search to EDISTO TITLE SERVICES, INC.	\$ 193.75		
1110. Closing Protection Letter to Old Republic Title Insurance Co	\$ 35.00		
1111.	\$		
1112.	\$		
1113.	\$		
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Colleton County Register of Deeds	(from GFE #7)		50.00
1202. Deed \$ 10.00 Mortgage \$ 25.00 Releases \$	Other \$ 30.00		15.
1203. Transfer taxes	(from GFE #8)		499
1204. City/County tax/stamps Deed \$ 499.50 Mortgage \$			
1205. State tax/stamps Deed \$ Mortgage \$			
1206. Record Assignment Colleton County Register of Deeds	POC-L 56.00		
1207.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.	\$		
1303.	\$		
1304.	\$		
1305.	\$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			7,150.23
			98

\* Paid outside of closing by borrower(s), seller(s), lender(s), or third party(ies)  
By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

*R. David Chard*  
R. David Chard, Settlement Agent

Certified to be a true copy.

Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801	4,137.40	4,137.40
Your adjusted origination charges	# 803	4,137.40	4,137.40

Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	50.00	50.00
Appraisal fee	# 804	450.00	385.00
Credit report	# 805	50.00	37.50
Tax service	# 806	81.00	81.00
INSPECTION FEE	# 808	600.00	600.00

Total		1,231.00	1,153.50
Increase between GFE and HUD-1 Charges		\$ -77.50 or	-6.30%

Charges That Can Change		Good Faith Estimate	HUD-1
Daily interest charges	# 901 \$ 55.025750/day	0.00	165.98
Title services and lender's title insurance	#1101	700.00	1,802.25
Owner's title insurance to Old Republic Title Insurance Co	#1103	0.00	100.00

**Loan Terms**

Your initial loan amount is	\$ 334,740.00
Your loan term is	1.00 years
Your initial interest rate is	6.0000 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	\$ 907.92 includes <input type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of _____%. The first change will be on _____ and can change again every _____ months after _____. Every change date, your interest rate can increase or decrease by _____%. Over the life of the loan, your interest rate is guaranteed to never be lower than _____% or higher than _____%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$ _____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on _____ and the monthly amount owed can rise to \$ _____. The maximum it can ever rise to is \$ _____.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ _____.
Does your loan have a balloon payment?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, you have a balloon payment of \$335,510.36 due in 1 years on 03/29/2014.
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$N/A that results in a total initial monthly amount owed of \$N/A. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

**HUD-1 Attachment**

Borrower(s): TIMOTHY S. JURCO and JEWELLA.  
 JURCO  
 9496 MARKLEY BLVD.  
 SUMMERVILLE, SC 29485

Seller(s): MEREDITH FALLIN

ELLEN SEXTON

Lender: UNION MORTGAGE GROUP, INC.  
 Settlement Agent: R. David Chard, Attorney at Law  
 (843)554-6984  
 Place of Settlement: 2050 Spaulding Drive, Suite 2  
 North Charleston, SC 29406  
 Settlement Date: March 29, 2013  
 Property Location: 3093 PIERCE ROAD  
 COTTAGEVILLE, SC 29435  
 Colleton County, South Carolina  
 TMS # 120-00-00-118

**Seller Loan Payoff Details**

Payoff First Mortgage to FIRST FEDERAL OF SC, F.S.B.  
 Loan Payoff As of  
 Total Additional Interest days @ Per Diem  
 Total Loan Payoff 23,035.87

**Adjusted Origination Charge Details**

Origination Charge	3,347.40
ORIGINATION FEE	
to UNION MORTGAGE GROUP, INC.	690.00
APPLICATION FEE	
to UNION MORTGAGE GROUP, INC.	100.00
ADMINISTRATION FEE	
to UNION MORTGAGE GROUP, INC.	
<b>Total \$</b>	<b><u>4,137.40</u></b>

Origination Credit/Charge (points) for the specific interest rate chosen

Total \$ \_\_\_\_\_

Adjusted Origination Charges \$ 4,137.40

Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Title Insurance Binder	100.00	
to R. David Chard, Attorney at Law		
Document Preparation		350.00
to R. David Chard, Attorney at Law		
Attorney's Fees	350.00	
to R. David Chard, Attorney at Law		
Courier/Delivery/Wire Fee	50.00	25.00
to R. David Chard, Attorney at Law		
Copy/Fax/Doc Retrieval Fee	50.00	17.40
to R. David Chard, Attorney at Law		

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(R13-17250/PFD/R13-17250/37)

Mortgage Release Fee to R. David Chard, Attorney at Law	25.00		
Prepare POA to R. David Chard, Attorney at Law	75.00		
Lender's title insurance to Old Republic Title Insurance Co	823.50		
Title Search to EDISTO TITLE SERVICES, INC.	193.75		
Closing Protection Letter to Old Republic Title Insurance Co	35.00		
<b>Total</b>	<b>\$ 1,602.25</b>	<b>\$ 475.00</b>	

Owner's Title Insurance	BORROWER	SELLER
Owner's Policy Premium to Old Republic Title Insurance Co	100.00	
<b>Total</b>	<b>\$ 100.00</b>	<b>\$ 0.00</b>

Lender's Title Insurance	BORROWER	SELLER
<small>*fees also shown above in Title Services and Lender's Title Insurance Details</small>		
Lender's Policy Premium to Old Republic Title Insurance Co	823.50	
<b>Total</b>	<b>\$ 823.50</b>	<b>\$ 0.00</b>

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

ADDENDUM TO HUD (R13-17250)  
3093 PIERCE ROAD, COTTAGEVILLE, SC 29435

TOTAL AMOUNT DUE TO SELLERS:.....\$100,974.63

SPLIT:

35% PROCEEDS TO ELLEN SEXTON.....\$ 35,341.12

65% PROCEEDS TO JOHN ENGLISH(MEREDITH FALLIN).....\$ 65,633.51

AMOUNT DUE TO ELLEN SEXTON.....\$ 35,341.12

LESS: 65% OF DOWN PYMT TO JOHN ENGLISH.....(\$ 6,500.00)

ARBITRATOR'S FEE TO RICHARD E. FIELDS.....(\$ 2,000.00)

MEDIATION FEE TO GERALD SMOAK.....(\$ 500.00)

ATTORNEY FEES TO HILL LAW FIRM.....(\$1,000.00)

SATISFACTION OF JUDGMENT TO QUERY SAUTTER  
PRICE & FORSYTHE, LLC.....(\$24,300.00)


BALANCE PAYABLE TO ELLEN SEXTON.....\$ 1,041.12

AMOUNT DUE TO JOHN ENGLISH (MEREDITH FALLIN).....\$ 65,633.51

LESS: MEDIATION FEE TO GERALD SMOAK.....(\$ 500.00)

PLUS: 65% OF DOWN PAYMENT DUE FROM ELLEN SEXTON...\$ 6,500.00

BALANCE PAYABLE TO JOHN ENGLISH (MEREDITH FALLIN).....\$ 71,633.51

  
\_\_\_\_\_  
Ellen Sexton

  
\_\_\_\_\_  
Meredith Fallin

*By: John English  
Attorney in Fact*



### A. Settlement Statement (HUD-1)

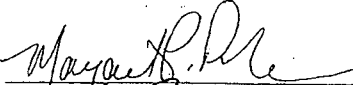
<b>B. Type of Loan</b>							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number A-8769-M				
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number 0899083058				
8. Mortgage Insurance Case Number							
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.							
D. Name and Address of Borrower CHRISTOPHER J. PORTER MARGARET P. PORTER 16471 SOUTH MOUNTAIN STONE TRAIL PHOENIX, AZ 85048		E. Name and Address of Seller ELLEN SEXTON MEREDITH FALLIN C/O DAVID A. COLLINS, ESQUIRE P.O. BOX 40578, CHARLESTON, SC					
F. Name and Address of Lender REGIONS BANK D/B/A REGIONS MORTGAGE 2050 PARKWAY OFFICE CIRCLE BIRMINGHAM, AL 35244							
G. Property Location 2399 FURMAN DRIVE CHARLESTON, SC 29414  LOT 5 DRAYTON ON THE ASHLEY		H. Settlement Agent DODDS AND HENNESSY, LLP PH: 843-881-1022 FAX: 843-884-0351  Place of Settlement 973 HOUSTON-NORTHCUTT BOULEVARD SUITE 101 MT. PLEASANT, SC 29464					
I. Settlement Date 05/09/13							
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>					
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER					
101. Contract sales price	510,000.00	401. Contract sales price	510,000.00				
102. Personal property		402. Personal property					
103. Settlement charges to borrower (line 1400)	10,563.15	403.					
104.		404.					
105.		405.					
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance					
106. City/town taxes	to	406. City/town taxes	to				
107. County taxes	to	407. County taxes	to				
108. Assessments	to	408. Assessments	to				
109.		409.					
110.		410.					
111.		411.					
112.		412.					
120. GROSS AMOUNT DUE FROM BORROWER	520,563.15	420. GROSS AMOUNT DUE TO SELLER	510,000.00				
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER					
201. Deposit or earnest money	5,000.00	501. Excess Deposit (see instructions)					
202. Principal amount of new loan(s)	325,000.00	502. Settlement charges to seller (line 1400)	27,812.00				
203. Existing loan(s) taken subject to		503. Existing loans taken subject to					
204.		504. Payoff of first mortgage loan	328,576.17				
		BANK OF AMERICA					
205.		505. Payoff of second mortgage loan	75,419.42				
		BANK OF AMERICA					
206.		506. Commission: Deposit held by broker	5,000.00				
207.		507.					
208.		508.					
209.		509.					
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller					
210. City/town taxes	to	510. City/town taxes	to				
211. County taxes	01/01 to 05/09	809.12	511. County taxes	01/01 to 05/09	809.12		
212. Assessments	to		512. Assessments	to			
213.			513.				
214.			514.				
215.			515.				
216.			516. SELLER PROCEEDS		72,383.29		
217.			517. DAVID A. COLLINS, ESQUIRE				
218.			518.				
219.			519.				
220. TOTAL PAID BY / FOR BORROWER	330,809.12	520. TOTAL REDUCTION AMOUNT DUE SELLER	510,000.00				
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER					
301. Gross amount due from borrower (line 120)	520,563.15	601. Gross amount due to seller (line 420)	510,000.00				
302. Less amounts paid by/for borrower (line 220)	330,809.12	602. Less reduction amount due to seller (line 520)	510,000.00				
303. CASH	FROM	BORROWER	189,754.03	603. CASH	TO	SELLER	0.00

*Exhibit C*

L. SETTLEMENT CHARGES:		File Number: A-8769-M		
700. Total Real Estate Broker Fees		510,000.00 @ 6.00 = 30,600.00		
Division of commission (line 700) as follows:				
701. \$	15,300.00 to	AGENT OWNED REALTY CO.	(Less 5,000.00 Deposit=10,300.00)	
702. \$	15,300.00 to	PRUDENTIAL CAROLINA SUN	(Less 7,650.00=7,650.00)	
703. Commission paid at Settlement				
704. Realtor Holds Deposit		AGENT OWNED REALTY CO.	5,000.00	17,950.00
705. COMMISSION SPLIT		HARTNETT REALTY		7,650.00
800. Items Payable in Connection with Loan			P.O.C.	
801. Our origination charge		\$ 4,200.00 (from GFE#1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$ -3,250.00 (from GFE#2)		
803. Your adjusted origination charges		(from GFE A)		950.00
804. Appraisal Fee	MELANIE BUNCHAM	(from GFE#3)	375.00(B*)	
805. Credit Report	EQUIFAX MTG SVCS	(from GFE#3)		18.00
806. Tax service	1ST AMER TAX SERVICE	(from GFE#3)		74.00
807. Flood certification	CORELOGIC	(from GFE#3)		7.50
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid In Advance				
901. Daily interest charges	from 05/09/13 to 06/01/13 @ \$ 32.28 /day	(from GFE#10):	23 day(s)	742.44
902. Mortgage Insurance Premium	for to	(from GFE#3)		
903. Homeowner's insurance	for 1-yr to ANDERSON INS ASSOC	(from GFE#11):		3,259.00
904. FLOOD INSURANCE-1yr	ANDERSON INS ASSOC	(from GFE#11):		877.00
905.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE#9)		2,141.61
1002. Hazard insurance	4 mo. @ \$ 271.59 per mo.	\$ 1,086.36		
1003. Mortgage insurance	mo. @ \$	per mo. \$		
1004. City property taxes	mo. @ \$	per mo. \$		
1005. County property taxes	8 mo. @ \$ 190.79 per mo.	\$ 1,526.32		
1006. Annual Assessments	mo. @ \$	per mo. \$		
1007. FLOOD INSURANCE	4 mo. @ \$ 73.09 per mo.	\$ 292.36		
1008.	mo. @ \$	per mo. \$		
1009. Aggregate Adjustment		-\$ 763.43		
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE#4)		1,698.00
1102. Settlement or closing fee				
1103. Owner's title insurance	THE CAROLINAS TITLE AGENCY	(from GFE#5)		562.60
1104. Lender's title insurance	THE CAROLINAS TITLE AGENCY	\$ 963.00		
1105. Lender's title policy limit	325,000.00 — 963.00			
1106. Owner's title policy limit	510,000.00 — 562.60			
1107. Agent's portion of the total title insurance premium	THE CAROLINAS TITLE AGENCY	\$ 915.36		
1108. Underwriter's portion of the total title insurance premium	CHICAGO TITLE INSURANCE CO.	\$ 610.24		
1109. ATTORNEY'S FEES	DODDS AND HENNESSY, LLP	\$ 375.00 (from GFE#4)		
1110. TITLE EXAMINATION	THE CAROLINAS TITLE AGENCY	\$ 175.00 (from GFE#4)		
1111. TITLE INS BINDER FEE	THE CAROLINAS TITLE AGENCY	\$ 125.00 (from GFE#4)		
1112. CPL FEE	CHICAGO TITLE INSURANCE CO.	\$ 35.00 (from GFE#4)		
1113. Additional Charges *** See Attached Addendum Line 1140 ***				300.00
1200. Government Recording and Transfer Charges				
1201. Government recording charges		(from GFE#7)		33.00
1202. Deed \$ 11.00 Mortgage \$ 22.00 Releases \$ 10.00				10.00
1203. Transfer taxes		(from GFE#8)		
1204. City/county tax/stamps	Deed \$ Mortgage \$			
1205. State tax/stamps	Deed \$ 1,887.00 Mortgage \$			1,887.00
1206. RECORD POA	RMC Office-Charleston Co.			15.00
1207.		(from GFE#8)		
1208.		(from GFE#8)		
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE#6)		
1302. CL100	Ledford's Termite & Pest Control Inc.	(from GFE#6)		200.00
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			10,563.15	27,812.00

Paid Outside Closing: B\* by Borrower

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

  
MARGARET P. PORTER

  
CHRISTOPHER J. PORTER

  
ELLEN SEXTON

The HUD-1 Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.  
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DODDS AND HENNESSY, LLP

Date

5/4/13

L. SETTLEMENT CHARGES:		File Number: A-8769-M		
700. Total Real Estate Broker Fees		510,000.00 @ 6.00 = 30,600.00		
Division of commission (line 700) as follows:				
701. \$	15,300.00 to AGENT OWNED REALTY CO.	(Less 5,000.00 Deposit=10,300.00)		
702. \$	15,300.00 to PRUDENTIAL CAROLINA SUN	(Less 7,650.00=7,650.00)		
703. Commission paid at Settlement				17,950.00
704. Realtor Holds Deposit	AGENT OWNED REALTY CO.	5,000.00		
705. COMMISSION SPLIT	HARTNETT REALTY			7,650.00
800. Items Payable in Connection with Loan			P.O.C.	
801. Our origination charge		\$ 4,200.00 (from GFE#1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$ -3,250.00 (from GFE#2)		
803. Your adjusted origination charges		(from GFE A)		950.00
804. Appraisal Fee	MELANIE BUNCHAM	(from GFE#3)	375.00(B*)	
805. Credit Report	EQUIFAX MTG SVCS	(from GFE#3)		18.00
806. Tax service	1ST AMER TAX SERVICE	(from GFE#3)		74.00
807. Flood certification	CORELOGIC	(from GFE#3)		7.50
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges	from 05/09/13 to 06/01/13 @ \$ 32.28 /day (from GFE#10):	23 day(s)		742.44
902. Mortgage Insurance Premium	for to (from GFE#3)			
903. Homeowner's insurance	for 1yr to ANDERSON INS ASSOC (from GFE#11):			3,259.00
904. FLOOD INSURANCE-1yr	ANDERSON INS ASSOC (from GFE#11)			877.00
905.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account	(from GFE#9)			2,144.61
1002. Hazard Insurance	4 mo. @ \$ 271.59 per mo. \$ 1,086.36			
1003. Mortgage Insurance	mo. @ \$ per mo. \$			
1004. City property taxes	mo. @ \$ per mo. \$			
1005. County property taxes	8 mo. @ \$ 190.79 per mo. \$ 1,526.32			
1006. Annual Assessments	mo. @ \$ per mo. \$			
1007. FLOOD INSURANCE	4 mo. @ \$ 73.09 per mo. \$ 292.36			
1008.	mo. @ \$ per mo. \$			
1009. Aggregate Adjustment	-\$ 763.43			
1100. Title Charges				
1101. Title services and lender's title insurance	(from GFE#4)			1,698.00
1102. Settlement or closing fee				
1103. Owner's title insurance	THE CAROLINAS TITLE AGENCY (from GFE#5)			562.60
1104. Lender's title insurance	THE CAROLINAS TITLE AGENCY \$ 963.00			
1105. Lender's title policy limit	325,000.00 — 963.00			
1106. Owner's title policy limit	510,000.00 — 562.60			
1107. Agent's portion of the total title insurance premium	THE CAROLINAS TITLE AGENCY \$ 915.36			
1108. Underwriter's portion of the total title insurance premium	CHICAGO TITLE INSURANCE CO. \$ 610.24			
1109. ATTORNEYS FEES	DODDS AND HENNESSY, LLP \$ 375.00 (from GFE#4)			
1110. TITLE EXAMINATION	THE CAROLINAS TITLE AGENCY \$ 175.00 (from GFE#4)			
1111. TITLE INS BINDER FEE	THE CAROLINAS TITLE AGENCY \$ 125.00 (from GFE#4)			
1112. CPL FEE	CHICAGO TITLE INSURANCE CO. \$ 35.00 (from GFE#4)			
1113. Additional Charges *** See Attached Addendum Line.1140 ***				300.00
1200. Government Recording and Transfer Charges				
1201. Government recording charges	(from GFE#7)			33.00
1202. Deed \$ 11.00 Mortgage \$ 22.00 Releases \$ 10.00				10.00
1203. Transfer taxes	(from GFE#8)			
1204. City/county tax/stamps Deed \$ Mortgage \$				
1205. State tax/stamps Deed \$ 1,887.00 Mortgage \$				1,887.00
1206. RECORD POA	RMC Office-Charleston Co.			15.00
1207.	(from GFE#8)			
1208.	(from GFE#8)			
1300. Additional Settlement Charges				
1301. Required services that you can shop for	(from GFE#6)			
1302. CL100	Ledford's Termite & Pest Control Inc. (from GFE#6)			200.00
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				10,563.15
				27,812.00

Paid Outside Closing: B\* by Borrower

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

MARGARET P. PORTER

CHRISTOPHER J. PORTER

The HUD-1 Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.  
 WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DODDS AND HENNESSY, LLP

MEREDITH FALLIN

Date

HUD PAGE 2 ADDENDUM

Prepared by:

DODDS AND HENNESSY, LLP  
 973 HOUSTON NORTHGATE BOULEVARD  
 SUITE 101  
 MT PLEASANT, SC 29464

File Number: A-8769-M

Settlement Date: 05/09/13

Proration Date: 05/09/13

**SELLER(S):**

ELLEN SEXTON and MEREDITH FALLIN  
 C/O DAVID A. COLLINS, ESQUIRE and P.O. BOX 327, MT. PLEASANT, SC

**PURCHASER(S):**

CHRISTOPHER J. PORTER and MARGARET P. PORTER

**LENDER:**

REGIONS BANK D/B/A REGIONS MORTGAGE

**PROPERTY:**

2399 FURMAN DRIVE, CHARLESTON, SC 29414  
 LOT 5 DRAYTON ON THE ASHLEY

		Borrower	Seller
<b>TITLE CHARGES</b>			
1114	DOCUMENT PREPARATIO	DODDS AND HENNESSY, LLP	250.00
1115	FEDEX/PROCESS PAYOFF	DODDS AND HENNESSY, LLP	50.00
1116	FEDEX/PROCESS PACKA	DODDS AND HENNESSY, LLP \$ 25.00 (from GFE#4)	
1140.		<b>TOTALS</b>	<b>300.00</b>

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	File Number: A-8769-M	Good Faith Estimate	HUD-1
<b>Charges That Cannot Increase</b>			
	HUD-1 Line Number		
Our origination charge	# 801	4,200.00	4,200.00
Your credit or charge (points) for the specific interest rate chosen	# 802	-3,250.00	-3,250.00
Your adjusted origination charges	# 803	950.00	950.00
Transfer taxes	# 1203	1,937.00	0.00
State tax/stamps	\$ # 1205		

Charges That in Total Cannot Increase More Than 10%	Good Faith Estimate	HUD-1
Government recording charges # 1201	83.00	33.00
Government recording charges - Deed \$ 11.00 # 1202		
Government recording charges - Mortgage \$ 22.00 # 1202		
Appraisal Fee # 804	375.00	375.00
Credit Report # 805	18.00	18.00
Tax service # 806	74.00	74.00
Flood certification # 807	7.50	7.50
<b>TOTAL</b>	<b>557.50</b>	<b>507.50</b>
Increase between GFE and HUD-1 Charges \$	-50.00 or	-8.97 %

Charges That Can Change	Good Faith Estimate	HUD-1
Initial deposit for your escrow account # 1001	1,300.00	2,141.61
Daily interest charges # 901 \$ 32.28 /day	387.36	742.44
Homeowner's insurance # 903	3,000.00	3,259.00
FLOOD INSURANCE-1yr # 904	0.00	877.00
Title services and lender's title insurance # 1101	1,277.50	1,698.00
Owner's title insurance # 1103	1,188.00	562.60
CL100 # 1302	0.00	200.00

Loan Terms	
Your initial loan amount is	\$ 325,000.00
Your loan term is	30 years
Your initial interest rate is	3.625 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,482.17 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest --> \$ 1,482.17 <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be on and can change again every after Every change date, your interest rate can increase or decrease by % Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 535.47 that results in a total initial monthly amount owed of \$ 2,017.64 This includes principal, interest, any mortgage insurance and any items checked below: <input checked="" type="checkbox"/> Property taxes --> \$ 190.79 <input checked="" type="checkbox"/> Homeowner's insurance --> \$ 271.59 <input checked="" type="checkbox"/> Flood Insurance --> \$ 73.09 <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
COUNTY OF COLLETON )

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO. 2010-CP-10-7241  
CIVIL ACTION NO. 2010-CP-15-923

JOHN M. ENGLISH, )  
 )  
PLAINTIFF, )  
 )  
vs. )  
 )  
ELLEN SEXTON, )  
 )  
DEFENDANT. )

NOTICE OF MOTION AND MOTION TO  
ALTER OR AMEND ORDER CONCERNING  
DISBURSEMENT OF FUNDS

2014 SEP -4 PM 2:58  
JILLIE S. ARMSTRONG  
CLERK OF COURT

FILED

**TO: PETITIONER ELLEN SEXTON AND HER ATTORNEY, G. THOMAS HILL,  
ESQUIRE; AND,  
PLAINTIFF AND DAVID A. COLLINS, ESQUIRE, CO-COUNSEL FOR  
PLAINTIFF**

PLEASE TAKE NOTICE that Movant, who, along with David A. Collins, Esquire, is co-counsel for the Plaintiff in the above-encaptioned matter, hereby moves before the Master-in-Equity for Charleston County, South Carolina, to whom all unresolved issues in the two cases referenced in the caption above have been referred, as follows:

- (a) For the proper Order of this Court requiring co-counsel and opposing counsel to timely provide to Movant, in compliance with Rule 5(b)(3), SCRCPP, copies of their proposed orders resulting from the hearing in the above-encaptioned matter conducted on the 27<sup>th</sup> day of August, 2014; and,
- (b) For this Court to issue its proper Order, whether by issuing such order in the body of the Order resulting from the hearing on August 27, 2014, or by issuing a separate order, and upon such terms and conditions as the Court may deem fit and proper, affirming the enforceability of Plaintiff's agreement to pay the attorney's fees due to Movant in the amount of 20% of the gross amounts received or to be received by Plaintiff from the sales of the two real estate properties which are the subject of these civil actions above referenced, and for such Order to allow and/or require any and all counsel or co-counsel for Plaintiff to instruct any person in possession of such funds

to protect the attorney's fees due Movant by payment of such portion of Plaintiff's recovery directly to Movant; and,

- (c) In the alternative, should the Court determine that there is no legally enforceable contract between Plaintiff and Movant requiring Plaintiff to pay Movant's attorney's fees, for this Court to issue such order as it determines to be just and equitable to protect Movant's fees for the value of Movant's services; and,
- (d) For this Court to issue an Order that that all affidavits and testimony relating to this motion be sealed as it involves a dispute between Plaintiff and co-counsel and, if Plaintiff waives his right to attorney-client confidence, may involve testimony resulting from confidential communications that would better remain not a public record; and,
- (e) For such other and further relief as this Court may deem necessary, just and proper.

This Motion is made upon the grounds that Movant has reason to believe that Plaintiff shall not voluntarily pay the balance of Plaintiff's fees, such belief being founded upon the facts set forth in Movant's supporting affidavit filed herewith.

This Motion is made pursuant to the provisions of Rules 5 and 59, SCRCP, the affidavits and arguments of counsel, and such statutory and decisional law and such rules of court as may apply.



John E. White, Jr. (SC Bar #5997)  
Attorney for Plaintiff  
5305 Sumters Run  
North Charleston, South Carolina 29418  
Ph.: (843) 327-0850  
Email: vanwhitelaw@live.com

August 28, 2014  
North Charleston, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO. 2010-CP-10- 7241

John M. English )  
 )  
 vs. )  
 )  
Ellen Sexton )  
 )  
 )  
 )  
 )  
 )

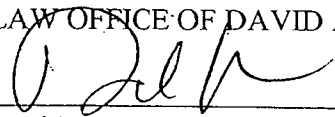
MOTION FOR RECONSIDERATION

FILED  
2014 OCT 22 PM 2:16  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

TO: G. Thomas Hill, Esquire and John Evander White, Esquire:

YOU WILL PLEASE TAKE NOTICE that pursuant to the South Carolina Rules of Civil Procedure, the undersigned attorney for and on behalf of his client, will move before the Master in Equity for the Ninth Judicial Circuit on the tenth day following service of this Motion, or as soon thereafter as may be heard, for a reconsideration of this Courts Order dated October 15, 2014. This Motion is made for good cause as provided for by the South Carolina rules of Civil Procedure, Rule 59 (e). Such Motion shall be heard at the Charleston County Courthouse located at 100 Broad Street, Charleston, SC 29401. This Motion is based on and will be supported by arguments of counsel. The Courts Order awarded attorney fees to John Evander White without the benefit of the Plaintiff having the opportunity to present his argument and further the Court has misinterpreted the Order of the Honorable Richard Fields.

LAW OFFICE OF DAVID A. COLLINS, LLC

  
\_\_\_\_\_  
David A. Collins, Esquire  
7455 Cross County Road, Suite 1  
P.O. Box 40578  
Charleston, SC 29423-0578  
843-760-0220  
Attorney for the Plaintiff


Charleston, South Carolina  
October 22, 2014

I certify that on this date a copy of the foregoing Notice of Motion and Motion was served

by mailing or hand delivery on the following:

G. Thomas Hill, Esquire  
6209 Savannah Highway  
Ravenel SC 29470

John Evander White, Esquire  
5305 Sumters Run  
North Charleston, SC 29418

  
\_\_\_\_\_  
David A. Collins, Esquire

BY \_\_\_\_\_

JULIE J. ARMSTRONG  
CLERK OF COURT

2014 OCT 22 PM 2:16

FILED

Charleston, South Carolina

October 22, 2014

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
The Honorable Mikell Scarborough  
Master in Equity

**RECEIVED**

FEB 16 2016

SC Court of Appeals

Case No. 2010-CP-10-7241

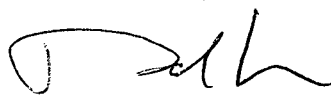
JOHN M. ENGLISH ..... Appellant

v.

ELLEN SEXTON ..... Respondent

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



David Athell Collins  
7455 Cross County Road  
P.O. Box 40578  
Charleston, SC 29423-0578  
(843) 720-0220  
(843) 556-0278 facsimile  
[davidacollins2@aol.com](mailto:davidacollins2@aol.com)

2/16, 2016  
Charleston, SC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the Record on Appeal was served upon all counsel of record below, this 16 day of February, 2016

G. Thomas Hill, Esq.  
6209 Savannah Highway  
Ravenel, SC 29470

**RECEIVED**

FEB 16 2016

**SC Court of Appeals**

John Evander White, Jr., Esq.  
5305 Sumters Run  
N. Charleston, SC 29418

2/16, 2016



---

David Athell Collins