

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE PROBATE COURT
Estate Number: 2015-4055

FILED
21 SEP 13 PM 3:13
MAY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

IN THE MATTER OF THE ESTATE OF)
WILLIAM DEMETRIUS PARADESES)

GEORGANNA PARADESES, as Personal)
Representative of the Estate of William D.)
Paradeses,)

Petitioner,)

vs.)

GEORGANNA PARADES, ELEANOR)
GLISSON (Faye) (a.k.a. Faye Greeson), et al.)

Respondents.)

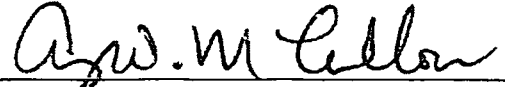
ORDER DENYING MOTION

THIS MATTER COMES BEFORE THE COURT upon the filing of a Motion on September 6, 2016, to alter, amend, or vacate this court's order dated August 23, 2016, pursuant to Rule 59(e) of the *South Carolina Rules of Civil Procedure* by attorney Adam Silvernail on behalf of Respondents Georganna Paradeses, individually, Pam Paradeses, Stephanie Starr, Robin Pace, Mary Paradeses and Jim Paradeses. Movants request that this Court reconsider its Order on a Petition for Declaratory Judgment requesting a decision on the validity of certain additions and deletions in the Last Will and Testament of the Decedent.

Movants argue that this court overlooked or misapprehended S.C. Code Ann. § 62-2-506 (incorrectly cited as S.C. Code Ann. § 62-2-502 in the Order and the Motion) concerning the Testator's ability to revoke "any part" of a Will by cancelation or obliteration. This court interpreted the deletions and additions as an attempted codicil that require the signature of the testator (initials in the present case) and witnessed by at least two individuals, as required by S.C. Code Ann. § 62-2-502 as read with S.C. Code Ann. § 62-1-201 (53). This Order includes all further arguments of the Movants in their Motion that this court misinterpreted the law argued in this case. While this court appreciates the argument of Counsel for the Movants, all arguments made in the Motion were made during the hearing and this court considered them in its ruling. Additionally, while the addition to the Will was acknowledged and agreed upon by those

affected by the addition, this court analyzed that there was both an addition and a deletion in question as the act of the Testator and believes they must be analyzed together. Therefore, it was not only a deletion that this court was interpreting which supports the issue of codicil not merely a revocation of a part of the Will. **THEREFORE, IT IS HEREBY ORDERED** that the Motion filed September 6, 2016 is **DENIED**.

AND IT IS SO ORDERED.



Amy W. McCulloch
Richland County Probate Judge

September 12, 2016
Columbia, South Carolina



EXHIBIT B

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE PROBATE COURT
Estate Number: 2016-ES-40-00215

IN THE MATTER OF THE ESTATE OF)
WILLIAM DEMETRIUS PARADESES)

Georganna Paradeses, as Personal)
Representative of the Estate of)
William D. Paradeses,)

Petitioner,)

vs.)

Georganna Paradeses, Eleanor Glisson)
(Faye) (a.k.a. Faye Greeson), et al.)

Respondents,)

2016 AUG 23 PM 12:10
ARVIND K. SHARMA
PROBATE JUDGE
RICHLAND COUNTY, S.C.

FILED

ORDER

Petitioner Georganna Paradeses, as Personal Representative of the Estate of William D. Paradeses, by and through her counsel, Sarah T. Cassidy, filed a Summons and Petition for a Declaratory Judgment on February 18, 2016, seeking judicial determination of the validity of certain additions and deletions in the Last Will and Testament of William D. Paradeses (“the Will”). In particular, in Item IV of the Will, handwritten language had been added stating “A.D. and J.D. Paradeses will have control until it is sold and no one else. W.D. Parades (sic).” Paragraph 2 of Item IV has handwritten language stating “Omit #2 W.D. Paradeses”, and the paragraph is struck through.

All interested parties to this matter were properly served with the Summons and Petition. Eleanor Faye Glisson-Hixon a/k/a Faye Greeson, represented by James S. (Jeb) Murray, filed an Answer to the Petition on March 25, 2016, and denied the deletion was made by William D. Paradeses and demanded strict proof thereof. She also answered that the deletion failed for want of proper attestation. Thirteen other Defendants answered and admitted that William D. Paradeses made the changes with the intent to change the Will.¹ Adam T. Silvernail entered an appearance for Georganna Paradeses, individually, Pam Paradeses Greeson, Stephanie Starr,

¹ Georganna Paradeses, Logan Greeson, Stephanie Starr, Pam P. Greeson, Dakota A. Starr, Hunter I. Starr, Alexander B. Boatman, Nicholas W. Boatman, Marina N. Boatman, Mary P. B. Wehbie, Arthur D. Paradeses, Robin Pace and Sabine M. Ray

10/2/16

Robin Pace, Mary Paradeses and Jim Paradeses after all answers had been filed.²

This matter came before the Court for a hearing on July 27, 2016. Sarah. T. Cassidy appeared as counsel for the Estate, James S. Murray appeared as counsel for Eleanor Faye Glisson-Hixon, and Adam T. Silvernail appeared for Georganna Paradeses, individually, Pam Paradeses, Stephanie Starr, Robin Pace, Mary Paradeses and Jim Paradeses

The Estate took no position as to the validity of the changes made to the Will.

Counsel for Ms. Glisson-Hixon took the position that the following facts were undisputed: the additions and deletions were made *after* the Will was properly executed in the presence of two witnesses; there are no known witnesses to the additions and deletions; the Will originally stated: "2. Fifty Thousand Dollars (\$50,000) to Faye Greeson. If Faye Greeson predeceases me, such devise shall lapse to the rest and residue of my estate."; and "Faye Greeson" refers to Eleanor Faye Glisson-Hixon. No one did, in fact, dispute these facts. Counsel argued there was insufficient proof that Testator made the changes to the Will, and, even if there were sufficient proof that Testator made the changes to the Will, the changes included additions and were ineffective because it was an attempt to create a codicil without the prerequisite formalities required to create a codicil, to wit: two witnesses. He cited several South Carolina cases in support of his position.³

Counsel for Georganna Paradeses et al. did not dispute the facts as stated above but took the position that SC Code Ann. § 62-2-502 provides for revocation of a will "or any part thereof" by, among other things, cancellation. He argued that three cases from other jurisdictions with similar statutes should compel the acceptance of Mr. Paradeses' revocation of the \$50,000.00 bequest by his cancellation of the same by striking it out in the original document, which was in his possession at the time of his death.⁴ He provided Georganna Paradeses' testimony that she

² Jim Paradeses did not file an answer.

³ *Stevens v. Royals et al.* 223 S.C. 510 (1953) Where changes included deletions and additions, changes were more than revocation of devise or revocation pro tanto and, therefore, were invalid in view of fact that formalities necessary to a codicil did not exist.

Brown v. Brown et al., 91 SC 101 (1912) was distinguished because it involved a stipulation that the deletion was made by the Testator, and there were no additions made to the Will.

⁴ *Goriczynski v. Poston*, 248 Va. 271, 448 S.E.2d 423 (Va. 1994), which held that the striking out of language in a will is cancellation within the meaning of the applicable statute, and there is a rebuttable presumption that the changes were made with the intent to revoke where the will is discovered among the decedent's personal effects after his death with the strikeouts already made.

2 B 3a

was present upon the discovery of the Will, which the family members were previously unaware of, and that the same was discovered in a Kroger shopping bag in Mr. Paradeses' kitchen among his things. He also argued that the cases cited by Counsel for Ms. Glisson-Hixon predated the current SC statute and were decided during a time when South Carolina allowed only *in toto* revocation.


The Court makes the following findings of fact and conclusions of law:

1. The additions and deletions were made after the Will was properly executed in the presence of two witnesses;
2. There are no known witnesses to the additions and deletions;
3. The Will originally stated "2. Fifty Thousand Dollars (\$50,000) to Faye Greeson. If Faye Greeson predeceases me, such devise shall lapse to the rest and residue of my estate.";
4. "Faye Greeson" refers to Eleanor Faye Glisson-Hixon.

The Court concludes that the attempted changes to the Will are consistent with an attempted codicil and would require proper execution. Since there was no proper execution, the changes are invalid, and the language of the originally executed Will remain in force and effect. Therefore, the right of Eleanor Faye Glisson-Hixon to the bequest of Fifty Thousand Dollars remains valid.

IT IS SO ORDERED.

August 23, 2016
Columbia, South Carolina



Amy W. McCulloch,
Richland County Probate Judge

Etgen v. Corhoy, 230 Va. 413, 337 S.E.2d 286 (Va. 1985), which held that *pro tanto* revocation was permissible where a statute provided for that, but only *in toto* revocation by destruction or cancelation was effective where the statute did not specify that less than an entire will could be revoked without formalities of execution.

In re Estate of Carpenter, 34 So.3d 1230 (Miss.App. 2010), the drawing of lines through text in a Will is an effective revocation, although the form of the lines is unimportant to confirm the Decedent's intent. Also confirms that such a partial revocation causes the property devised in the revoked provision to pass under the residuary clause of the Will where such a clause is included.

3 of 3 am