

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

The Hon. Martin S. Driggers, Special Referee

Appellate Case No. 2015-002194
Case No. 2012-CP-16-1021

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SC Court of Appeals

Vanderbilt Mortgage and Finance, Inc., ...Respondent,

v.

Ashton C. Bull, Linda Bull, Park Avenue Homes and
South Carolina Dept. of Motor Vehicles, ... Defendants,

Of Whom Ashton C. Bull and Linda Bull are the..... Appellants.

**FINAL BRIEF OF RESPONDENT,
VANDERBILT MORTGAGE AND FINANCE, INC.**

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STATEMENT OF ISSUE ON APPEAL

I.

Did the Special Referee err in granting Vanderbilt summary judgment imposing an equitable lien on the mobile home, and real property on which the mobile home was placed, when there was no genuine issue regarding any material fact that there was a debt owed by Ashton C. Bull, a “res” to which the obligation attached - the mobile home and the land on which it was placed - which were described with reasonable certainty, and there was an express intent that the mobile home and land serve as security for payment of the debt?

STATEMENT OF THE CASE

Respondent, Vanderbilt Mortgage and Finance, Inc. (Vanderbilt), filed its foreclosure complaint on November 12, 2012. (Foreclosure Complaint, ROA 10).

On January 4, 2013, Vanderbilt filed its amended foreclosure complaint. (Amended Foreclosure Complaint, ROA 22).

On May 14, 2013, counsel for Appellants noted his appearance on their behalf. (Notice of Appearance, ROA 85).

On Vanderbilt’s motion, on June 17, 2013, the Clerk of Court referred the case to the Honorable Martin S. Driggers, Esq., as special referee for Darlington County. (Order of Reference, ROA 8).

On July 24, 2013, Appellants filed their amended answer and counterclaim demanding a jury trial. (Amended Answer and Counterclaim, ROA 41).

Vanderbilt filed its second amended complaint on November 8, 2013, and it alleges four causes of action – declaratory judgment, reformation, mortgage foreclosure and mobile home repossession. (Second Amended Complaint, ROA 46).

Appellants filed their second amended answer and counterclaim on December 31, 2013, in which Ashton C. Bull (Bull) and Linda Bull,¹ admit Bull signed the note memorializing the \$85,000.00 loan he received from Vanderbilt's predecessor, CIT Group/Consumer Finance Inc. (CIT). (Second Amended Answer and Counterclaim, ROA 77).

Appellants' counterclaim alleges CIT's "paperwork" incorrectly describes the mobile home "which is the subject of this action." Appellants' counterclaim asserts Vanderbilt (rather than CIT) had a "duty to properly prepare" this "paperwork" and a duty to "combine" the mobile home and the real property upon which it is located "through the tax office and/or other county and state offices" and that Vanderbilt breached these duties by failing to do either. (*Id.*) Appellants demand a jury trial regarding, presumably, their negligence counterclaim.

Vanderbilt filed its reply to Appellants' counterclaim on March 14, 2014. (Reply, ROA 81).

Vanderbilt filed its motion for summary judgment on March 2, 2015 (Motion for Summary Judgment, with attachments, ROA 240).

The notice of the April 2, 2015, hearing on Vanderbilt's motion for summary judgment was filed March 19, 2015. (Notice of Hearing, ROA 263).

Appellants filed no formal response to Vanderbilt's summary judgment motion and, following the April 2, 2015, hearing, the motion was granted by order entered May 11, 2015. (Order Granting Summary Judgment, ROA 4). No transcript of the summary judgment hearing was made.

¹ Appellant, Linda Bull, is named a defendant because she was living in the mobile home in question. (Paragraph 29, Second Amended Complaint, ROA 52).

Appellants moved to alter or amend the grant of summary judgment on June 8, 2015, (Motion to Alter, Amend and Reconsider Judgment, ROA 264), which was denied by order entered August 26, 2015 (Order Denying Motion to Alter or Amend, ROA 1).

Appellants filed their notice of appeal on September 23, 2015. (Notice of Appeal, ROA 266).

STATEMENT OF FACTS

The material facts are not in dispute.

On July 14, 2003, Bull signed a promissory note memorializing the \$85,000.00, loan he received from CIT. (Paragraph 6, Second Amended Complaint, and paragraph 11, Second Amended Answer and Counterclaim, ROA 48, and 78). The loan proceeds were used to purchase a mobile home. (At the closing, Bull signed "... documentation to purchase a mobile home." Appellants' Brief, Statement of the Case, at 2).

The promissory note says the loan is "secured by a Mortgage on real property located at 1108 Farmhouse Lane, Darlington, SC. (Farmhouse Lane Property)." (July 14, 2003, promissory note, ROA 69). Among the "documentation" Bull signed at the closing was a mortgage (Mortgage) encumbering the Farmhouse Lane Property. The Mortgage identifies the Farmhouse Lane Property by its street address. (Mortgage, attached to Second Amended Complaint, ROA 73 and Order Granting Summary Judgment, Finding of Fact 5, which Appellants do not dispute, ROA 5, and Appellants' Motion to Alter, Amend and Reconsider Judgment, ROA 264). Attached to the Mortgage is the legal description of the Farmhouse Lane Property. (Exhibit "A" to Mortgage, ROA 76).

A rider to the promissory note grants CIT, and Vanderbilt, as its transferee, a security interest in the mobile home described in the rider. (Rider to Promissory Note, ROA 71).

The mobile home described in the Mortgage and the promissory note rider was not the mobile home delivered to Bull. Another, newer model year, but different mobile home was delivered to the Farmhouse Lane Property. Appellants' Brief, Statement of the Case, at 2. Bull "has been making mortgage payments on" the \$85,000.00 loan for nearly a decade. *Id.*

ARGUMENT

I.

The Special Referee did not err in granting Vanderbilt summary judgment imposing an equitable lien on the mobile home, and the real property on which the mobile home was placed, because there was no genuine issue regarding any material fact that there was a debt owed by Ashton C. Bull, a "res" to which the obligation attached, i.e., the mobile home and the land on which it was placed, which were described with reasonable certainty, and there was an express intent that the mobile home and land serve as security for payment of the debt.

A. Summary judgment standard.

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Strother v. Lexington County Recreation Commission*, 332 S.C. 54, 504 S.E.2d 117 (1998). In determining whether any triable issues of fact exist, the evidence and all inferences which can reasonably be drawn from the evidence must be viewed in the light most favorable to the non-moving party. *Lyles v. BMI, Inc.*, 292 S.C. 153, 355 S.E.2d 282 (Ct. App. 1987).

B. The undisputed facts support the grant of summary judgment.

The Special Referee concluded Vanderbilt was entitled to the imposition of an equitable lien on the mobile home delivered to Bull and on the Farmhouse Lane Property. (Order Granting Summary Judgment, ROA 4).

An equitable lien or charge is neither an estate or property in the thing itself, nor a right to recover the thing, but is simply a right of a special nature over the thing, which constitutes a charge upon the thing so the very thing itself may be proceeded against in equity for payment of a claim. *Horry County v. Ray*, 382 S.C. 76, 83, 674 S.E.2d 519, 523 (Ct. App. 2009); *Fibkins v. Fibkins*, 303 S.C. 112, 115, 399 S.E.2d 158, 160 (Ct. App. 1990) (citing *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 145, 337 S.E.2d 244, 247 (Ct. App. 1985)). For an equitable lien to arise on specific property, there must be a debt, a duty or obligation owing from one person to another, a res to which the obligation attaches, which can be described with reasonable certainty, and an intent, express or implied, that the property serve as security for the payment or obligation. *Carolina Attractions, Inc.*, at 145, 337 S.E.2d at 247. See also *First Fed. Sav. & Loan Assn. of Charleston v. Bailey*, 316 S.C. 350, 356, 450 S.E.2d 77, 80-81 (Ct. App. 1994) (citing the Honorable Randall T. Bell in *Perpetual Federal Sav. & Loan Assn. v. Willingham*, 296 S.C. 24, 370 S.E.2d 286 (Ct. App. 1988)).

1. There is a debt owing from Bull to Vanderbilt.

The first element of an equitable lien is “a debt, duty or obligation owing from one person to another.” *Carolina Attractions, Inc.*, 287 S.C. at 145, 337 S.E.2d at 247. South Carolina law requires proof of a debt, duty or obligation existing in favor of the party seeking the lien. See *Evans v. Pegues*, 102 S.C. 186, 86 S.E. 480 (1915); *Groce v. Ponder*, 63 S.C. 162, 41 S.E. 83 (1902);

Mortgage Electronic Registration Systems, Inc. v. Wilson, 2005 WL 1284047 (N.J. Super. Ct. Ch. Div. 2005); *Lipps v. Lipps*, 87 N.E.2d 823 (Oh Ct. App. 1949).

Bull's second amended answer and counterclaim admits he signed the promissory note promising to repay the \$85,000.00, loan he received from CIT. (Paragraph 6, Second Amended Complaint, and paragraph 11, Second Amended Answer and Counterclaim, ROA 48; and 78).

At deposition, Bull said:

Question: You were in a closing and you were buying a mobile home right?

Answer: Right.

Question: And you were borrowing the money to do that right?

Answer: Yeah.

(Bull Deposition excerpt, page 23, lines 4 – 8, ROA 256).

There is no factual dispute regarding the existence of “a debt ... owing from...” Bull, first to CIT, and now to Vanderbilt. *Carolina Attractions, Inc.*, 287 S.C. at 145, 337 S.E.2d at 247.

2. There is a “res” described with reasonable certainty to which the debt attached.

For an equitable lien to arise, there must also be a res to which the debt attaches which can be described with reasonable certainty. *Id.*

i. The Farmhouse Lane Property.

The promissory note Bull signed says repayment of the \$85,000.00 loan is “secured the Mortgage on ...” the Farmhouse Lane Property. (Note, ROA 69).

The Mortgage identifies the Farmhouse Lane Property by street address and attached to the Mortgage is a legal description of the Farmhouse Lane Property. (Exhibit “A,” Second Amended

Complaint, ROA 57, and Mortgage attached to Second Amended Complaint, ROA 73 and legal description attached to Mortgage, ROA 76).

Appellants do not dispute the accuracy of the Farmhouse Lane Property street address or legal description.

The \$85,000.00 principal debt attaches to the Farmhouse Lane Property.

ii. The mobile home.

Appellants admit Bull “signed documentation to purchase a mobile home.” Appellants’ initial brief at 2. Appellants do not challenge the finding of fact in the Order Granting Summary Judgment that Bull signed the rider to the promissory note. (Order Granting Summary Judgment, finding of fact 3, ROA 4 and Rider to Promissory Note, ROA 71). The promissory note rider grants Vanderbilt a security interest in a mobile home. A mobile home was delivered to the Farmhouse Lane Property, although not the one specifically described in the rider. “The bank sent the wrong home, with different dimensions, a different VIN number and a different number of rooms....,”² Appellants’ initial brief at 5. Bull made payments on the \$85,000.00 loan, the proceeds of which were used to purchase a mobile home, beginning after the loan closed and continuing for nearly ten (10) years.

The mobile home delivered to the Farmhouse Lane Property is described in the Order Granting Summary Judgment by its manufacturer, model year and vehicle identification number. (Findings of Fact 7 and 15, Order Granting Summary Judgment, ROA 5). Appellants do not challenge the accuracy of this identification. (Motion to Alter, Amend or Reconsider Judgment, ROA 264).

² There is no evidence the “bank,” either CIT or Vanderbilt, delivered anything to Appellants other than the loan proceeds to Bull which he used to purchase the mobile home.

The \$85,000 debt attaches to the mobile home placed on the Farmhouse Lane Property.

3. The mobile home and Farmhouse Lane Property were intended to be security for repayment of the loan.

The Farmhouse Lane Property and the mobile home delivered to that property were expressly intended to serve as security for the undisputed debt. The promissory note says the “loan is secured by a mortgage on the ...” Farmhouse Road property. (Promissory Note, ROA 69).

Bull signed the promissory note and the Mortgage, both of which expressly provide the Farmhouse Lane Property is to be security for repayment of the \$85,000.00 loan.

The promissory note rider gives CIT, and its transferee, Vanderbilt, a security interest in a mobile home. Although the mobile home referred to in the rider was not the mobile home delivered to the Farmhouse Lane Property, a mobile home was delivered to that property and that mobile home’s description and identification in the Order Granting Summary Judgment is not challenged. The purpose of the \$85,000.00 loan was to provide Bull with funds to purchase a mobile home. A mobile home was delivered to the Farmhouse Lane Property and Bull made payments on the loan used to purchase that mobile home for nearly a decade. (*See generally* paragraph 20 of Second Amended Complaint, ROA 51, and Order Granting Summary Judgment, Finding of Fact 15,(which Appellants do not challenge on appeal), ROA 6).

There was an express intent by the parties to the loan that the Farmhouse Lane Property and the mobile home delivered to that property would serve as security for repayment of the \$85,000.00, loan. *First Fed. Sav. & Loan Assn. of Charleston* at 356, 450 S.E.2d at 80-81, citing the Honorable Randall T. Bell in *Perpetual Federal Sav. & Loan Assn.*

The Special Referee properly granted Vanderbilt summary judgment imposing an equitable lien on Farmhouse Lane Property and the mobile home on that property. His order should be affirmed.

C. An equitable lien can attach to an untitled mobile home.

Appellants assert an equitable lien cannot attach to an untitled mobile home. They also assert Vanderbilt violated certain statutory provisions and apparently suggest these “violations” render some contract, presumably the promissory note, rider to the promissory note and/or Mortgage, illegal.

The mobile home delivered to the property is not the mobile home described in the promissory note rider and the mobile home delivered to the property is not titled.

Neither of these facts precludes the imposition of an equitable lien on the mobile home.

The elements of an equitable lien do not include the necessity of the “res” being titled, assuming the “res” is subject to some titling process. Appellants cite no case or other authority to support this argument and the undersigned can find none.

Further, an equitable lien is not a mortgage. It is not an estate in the property itself, nor is it a right to recover the property. An equitable lien is a right of a special nature over the property, which constitutes a charge upon the property so the property may be proceeded against in equity for payment of a claim. *Horry County* at 83, 674 S.E.2d at 523 (citations omitted).

Appellants’ argument is without merit.

Appellants assert Vanderbilt “violated” S.C. Code Ann. §§ 31-17-320; 370, 380, 390, 400, 410 and 56-19-265. Though not clear from their brief, Appellants apparently argue these

violations render the “contract” (again presumably the promissory note, rider and/or Mortgage) between Bull and Vanderbilt’s predecessor illegal and unenforceable.

Section 31-17-320 requires mobile homes be licensed and directs the mobile home “owner, rental agent or person in possession” obtain the required license. Vanderbilt is neither the owner, rental agent or in possession of the mobile home. Section 31-17-370 requires a moving permit accompany a mobile home while it is being moved. It is unclear from this section who is required to obtain the moving permit, but the mobile home transporter is responsible for the permit’s proper display. There is no evidence in the record that the mobile home placed on the property had no moving permit while it was moved to that location, nor is there any requirement CIT or Vanderbilt obtain such a permit. Section 31-17-380 requires the mobile home owner, rental agent or person in possession submit the moving permit to the licensing agent of the county to which the mobile home is relocated. Vanderbilt is not and never was the owner, rental agent or in possession of the mobile home. Section 31-17-390 requires a copy of all license applications and moving permits be furnished to the county assessor and auditor. This section places no affirmative duty on Vanderbilt to make these submissions, nor is there any evidence in this record to indicate these submissions were not made. Section 31-17-400 provides for penalties for violating any provision of the title’s licensing provisions and section 31-17-410 declares it a misdemeanor for anyone who, when applying for a title to a mobile home, fails to provide a copy of the application to the county auditor.

These sections place no affirmative duties on CIT or its successor, Vanderbilt, to do anything and none preclude the imposition of an equitable lien on the mobile home.

Section 56-19-210 provides it “shall be unlawful for any person to ... mortgage ... any ... mobile home, unless a certificate of title has been issued ... and is ... valid....”

Vanderbilt did not “mortgage” the mobile home. It is the assignee of the original mortgagee. Bull is the mortgagor, who granted Vanderbilt’s predecessor, CIT, a security interest in the mobile home to secure repayment of the \$85,000.00 loan he obtained to purchase a mobile home. The Order Granting Summary Judgment does not impose a mortgage on the mobile home – it imposes an equitable lien. Appellants’ arguments in this respect are without merit.

Appellants further argue the lien on the mobile home has not been perfected as required by S.C. Code Ann. § 56-19-265. A security interest in a mobile home is perfected by listing the interest on the certificate of title. *See* S.C. Code Ann. § 36-9-303(b); S.C. Code Ann. §§ 56-19-210 and 56-19-290(3). However, the “certificate of title statutes only govern the issue of whether or not the security interest in the collateral in question has been duly perfected.” *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 379, 534 S.E.2d 688, 692 (2000).

Perfection deals not with the conveyance of substantive rights between the parties to a security agreement, but the effectiveness of that security interest as against third parties. *See, e.g.*, 79 C.J.S. *Secured Transactions* § 48 (2009) (“[W]hile a security interest may be valid even though it is unperfected, perfection is necessary to prevent it from being subject to the rights of other creditors or transferees.”); *In re Osborne*, 11 B.R. 610, 611 (Bankr. D. S.C. 1981) (“The perfected status of Safeway’s security agreement only affected its priority position with regards to third parties but did not affect the relationship of creditor and debtor.”); *Franklin Finance Co. v. Strother Ford, Inc.*, 138 S.E.2d 679, 681 (Ga. Ct. App. 1964) (stating failing to comply with the Motor Vehicle Certificate of Title Act regarding the perfection of a security interest “does not

affect the creation of the security interest, which remains a matter of contract between the parties”); 68A Am. Jur. 2d *Secured Transactions* § 332 (“the failure to perfect a security interest in accordance with a certificate of title law does not affect the creation of the security interest, which remains a matter of contract between the parties, but merely has the effect of loss of priority where the rights of third parties have intervened.”); 51 Am. Jur. 2d *Liens* § 49 (“An equitable lien may arise in favor of one who advances money to pay the purchase price of real or personal property under an agreement, or circumstances showing an intention, that the property shall stand as security for the advancement.”).

Appellants’ arguments are without merit and the Order Granting Summary Judgment should be affirmed.

D. Appellants waived and did not preserve their argument their negligence counterclaim had to be decided first because it is a law claim and Appellants demanded a jury trial.

In their Second Amended Answer and Counterclaim, Appellants demanded a jury trial generally. (Second Amended Answer and Counterclaim, ROA 77).

The order of reference was entered June 17, 2013, five weeks before Appellants’ amended answer and counterclaim demanding a jury trial was filed, but well after Appellants’ counsel appeared on their behalf and long before Appellants second amended answer and counterclaim demanding a jury trial was filed.

Appellants’ jury trial demand is not attached to any claim or cause of action in their amended or second amended answer and counterclaim. Presumably, Appellants are arguing they are entitled to a jury trial regarding their counterclaim, but this is only an assumption.

Appellants filed no formal response to Vanderbilt's motion for summary judgment. Appellants filed no motion to transfer the case to the jury roster after the case was referred to the Special Referee, before or after Vanderbilt's motion for summary judgment was filed or before the hearing on that motion. There is no record of Appellants raising the jury trial issue, with specificity or not, when the motion for summary judgment was argued before the Special Referee. After the motion for summary judgment was heard, Appellants submitted a proposed order denying the motion in which said they "... have requested a jury trial on the factual issues." (Appellants' proposed order, ROA 92). This statement in their proposed order is not connected to the basis Appellants argue the Special Referee should deny Vanderbilt's summary judgment motion and does not identify the factual issues Appellants' apparently contend must be decided by a jury.

Appellants' Motion to Alter, Amend or Reconsider Judgment says they "object to a ruling by the Special Referee prior to the Jury trial on their counterclaims (sic)." In their brief, Appellants argue "[i]n their Motion to Alter, Amend or Reconsider, the Appellants raise the issue of whether the Special Referee should have allowed the Jury Trial issue to go forward before ruling on the Respondent's claims." Appellants' final brief at 8. Appellants' motion to alter or amend and final brief fail to identify the contested facts which they argue a jury must determine before the foreclosure can go forward.

Broad general statements of issues made by an appellant may be disregarded by the appellate court. Rule 208(b)(1)(B), SCACR.

Appellants have not provided this Court with an argument on their jury trial issue of sufficient specificity for the Court to consider. Appellants have waived or abandoned this issue

on appeal. *R & G Constr., Inc. v. Lowcountry Reg'l Transp. Auth.*, 343 S.C. 424, 437, 540 S.E.2d 113, 120 (Ct. App. 2000).

Further, “[a] party cannot use a Rule 59(e) motion to present ... an issue the party could have raised prior to judgment but did not.” *Gartside v. Gartside*, 383 S.C. 35, 43, 677 S.E.2d 621, 625 (Ct. App. 2009), citing *Crary v. Djebelli*, 321 S.C. 38, 43, 467 S.E.2d 128, 131-32 (Ct. App. 1995), *rev'd on other grounds*, 329 S.C. 385, 496 S.E.2d 21 (1998). *See also* 25 S.C. Juris. *Rules of Civil Procedure* § 59.2 (“A party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.”).

Appellants’ failure to raise this issue in response to Vanderbilt’s motion for summary judgment precludes them from raising it now.

If the issue was raised prior to or at the hearing on Vanderbilt’s motion for summary judgment, it is Appellants’ duty to provide a record of that having occurred. *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 339, 611 S.E.2d 485, 487-88 (2005). Having failed to do so, Appellants’ argument is without merit.

E. Rule 220(c), SCACR.

Under Rule 220(c), SCACR, the Court can affirm a judgment on any grounds appearing in the Record on Appeals.

1. Limitations period regarding counterclaim.

This case was filed November 12, 2012. (Complaint, ROA 10). Appellants’ counterclaim alleges Vanderbilt was negligent because its predecessor, CIT, failed to properly prepare the “paperwork” regarding the \$85,000.00 loan and failed to “combine the mobile home and land through the tax office and/or other county and state offices.”

The Order Granting Summary Judgment, Finding of Fact 8, finds as a matter of fact Bull “knew upon delivery that the mobile home that was delivered was not the one identified...” in the rider to the promissory note and in the Mortgage. (Order Granting Summary Judgment, ROA 5). Appellants do not challenge this finding of fact. (Motion to Alter, Amend or Reconsider Judgment, ROA 264).

The loan closed July 14, 2003. (Paragraph 6, Second Amended Complaint, ROA 48 and Paragraph 11, Second Amended Answer and Counterclaim, ROA 78).

Vanderbilt’s pleadings assert Appellants’ counterclaim is barred by the applicable statute of limitations. (Reply to Second Amended Answer and Counterclaim, ROA 83).

Appellants’ negligence claim is subject to a three-year limitations period. S.C. Code Ann. § 15-3-530.

This limitations period had long since run prior to the filing of this action, and Appellants’ filing of their answer and counterclaim and the Special Referee was correct in granting Vanderbilt summary judgment.

2. Vanderbilt had no actionable duty to Appellants as alleged.

Although difficult to determine from Appellants’ pleadings and final brief, it appears Appellants’ central complaint against Vanderbilt is they received no title to Bull’s mobile home, and the mobile home title was not combined with the Farmhouse Lane Property (*see* S.C. Code Ann. § 56-19-500, *et seq.*), the result of which was, allegedly, Bull being unable to refinance the \$85,000.00 loan.

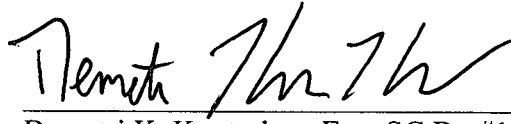
The undersigned can find no South Carolina case which places an affirmative duty on the assignee of a mortgage lender to do either of these two things.

The Special Referee was correct in granting Vanderbilt summary judgment. His order should be affirmed.

CONCLUSION

The Special Referee correctly concluded there was no genuine issue of material fact, and Vanderbilt was entitled to judgment as a matter of law imposing an equitable lien on the Farmhouse Lane property and the mobile home, and his order should be affirmed.

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November 28, 2016
Columbia, South Carolina

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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

**APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas**

The Hon. Martin S. Driggers, Special Referee

Appellate Case No. 2015-002194
Case No. 2012-CP-16-1021

Vanderbilt Mortgage and Finance, Inc., ...Respondent,

v.

Ashton C. Bull, Linda Bull, Park Avenue Homes and
South Carolina Dept. of Motor Vehicles, ... Defendants,

Of Whom Ashton C. Bull and Linda Bull are the..... Appellants.

CERTIFICATE OF COUNSEL

The undersigned certified that this Final Brief complies with Rule 211(b), SCACR.



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