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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM LANCASTER COUNTY

Court of Common Pleas

DeAndrea D. Benjamin Circuit Court Judge

Trial Case No. 2014-CP-29-00442

Appellate Case No. 2015-002524

Josh Hammond..... Respondent,

v.

Richard Tod Hammond.....Appellant,

v.

Titan Logging, LLC..... Third Party Defendant.

RECORD ON APPEAL

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Francis Bell Law Firm, LLC
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Attorneys for Respondent

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Check No. 1136 paid to First Citizens,
Check No. 1158 paid to First Citizens,
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Check No. 1271 paid to First Citizens,
Check No. 1343 paid to First Citizens,
Check No. 1380 paid to First Citizens,
Check No. 1422 paid to First Citizens,
Check No. 1454 paid to First Citizens,
Check No. 1574 paid to First Citizens,
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STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third-Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

C/A No.: 2014-CP-29-00442

ORDER GRANTING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT

FILED
CLERK OF COURT
LANCASTER, SC
2015 SEP 16 AM 11:52

Initial Hearing Date:	August 24, 2015
Presiding Judge:	The Honorable DeAndrea G. Benjamin
Plaintiff's Attorneys:	Stephen L. Goldfinch, Jr. and Ryan P. Compton
Defendant's Attorney:	Francis L. Bell, Jr.

Pending before this Court is Plaintiff Josh Hammond's ("Plaintiff") motion for partial summary judgment made pursuant to Rule 56 of the *South Carolina Rules of Civil Procedure* (SCRCP). On August 24, 2015, this Court heard arguments on Plaintiff's motion and the opposition of Defendant Richard Tod Hammond ("Defendant"). At the hearing, this Court took Plaintiff's motion under advisement and, from the bench, ruled that the record would be held open for an additional 15 days during which time any party could supplement the record before the Court. After reviewing all affidavits and exhibits submitted, for the reasons set forth below, this Court grants Plaintiff's motion for partial summary judgment.

I. BACKGROUND

In this action, Plaintiff asserts claims against Defendant for conversion of certain items of equipment. Defendant, in turn, asserts counterclaims against Plaintiff for alleged conversion of the same items of equipment as well as conversion of certain funds comprised of two checks. Plaintiff has moved for partial summary judgment as to the ownership of three items of equipment and the two checks which Defendant has asserted counterclaims concerning. Specifically, the items of equipment at issue in this motion are: (1) 2004 Tigercat 720D Timber Cutter (S/N 7203890); (2) 2004 Tigercat 724D Timber Cutter (S/N 724065); and (3) 2004 Tigercat 620C Skidder (S/N 6200569). The checks at issue in this motion are: (1) Check #2927; and (2) Check #2933.

II. FACTS

The relevant uncontroverted and undisputed facts are as follows. The Plaintiff personally signed each of the purchase documents for all three at issue items of equipment. (Affidavit of Josh Hammond, Exhibits 3, 8, and 13). The Plaintiff personally obtained, in his own name, loans for the purchase of all three at issue items of equipment. (Affidavit of Josh Hammond, Exhibits 4, 9, and 14). The Plaintiff personally made down payments for the purchase of all three at issue items of equipment. (Affidavit of Josh Hammond, and Exhibits 5 and 10). The Plaintiff personally paid the remaining amount of the purchase price for each of the three at issue items of equipment. (Affidavit of Josh Hammond, Exhibits 6, 11, and 15). Further, the Plaintiff made all said payments from checking accounts which the

Plaintiff personally opened and of which the Plaintiff was the sole owner. (Affidavit of Josh Hammond, Exhibits 7 and 12).

III. ANALYSIS

Conversion is a tortious act, and may arise either by wrongful taking of chattel or by some other illegal assumption of ownership, by illegally using or misusing it, or by wrongful detention. *See Castell v. Stephenson Finance Co.*, 244 S.C. 45, 135 S.E.2d 311 (1964). A party claiming conversion must establish either title to or right to the possession of the personal property. *See Moseley v. Oswald*, 376 S.C. 251, 656 S.E.2d 380 (2008); *see also Jones v. Equicredit Corp.*, 347 S.C. 535, 556 S.E.2d 713 (Ct. App. 2001) (no conversion where claimant cannot establish ownership). Furthermore, a party's "claim for conversion fails where the [opposing party] proves a legal right to the property." *Mackela v. Bentley*, 365 S.C. 44, 48, 614 S.E.2d 648, 650 (2005). This same standard is applicable to Defendant's counterclaim regarding conversion of the at issue checks because S.C. Code Section 36-3-420(a) mandates that the "law applicable to conversion of personal property applies to instruments."

Summary judgment must be granted if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. In considering this motion for summary judgment, this Court viewed the facts in the light most favorable to the Defendant, as the non-movant. Nevertheless, this Court cannot

ignore facts unfavorable to the Defendant as the non-movant, but must determine whether a verdict for the Defendant would be reasonably possible under the facts. *See Bloom v. Ravoira*, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000).

The Plaintiff, as the movant, must initially show that there is no genuine issue of material fact. "This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim." *D.R. Horton, Inc. v. Wescott Land Co., LLC*, 398 S.C. 528, 542, 730 S.E.2d 340 (Ct. App. 2012). The moving Plaintiff discharged this initial responsibility by pointing out to this Court that there is an absence of evidence to support the non-moving Defendant's claim of ownership over the three items of equipment and two checks in question.

Because the Plaintiff made this showing, the Defendant must come forward with specific facts showing there is a genuine and material issue for trial and must do more than rest upon the mere allegations or denials of his pleadings. *See SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990). Defendant failed to come forward with any specific facts showing there is a genuine and material issue for trial, even despite being afforded 15 days additional days in which he could produce affidavits or similar materials showing an ownership interest to support his alleged title to or right to possession of the three items of equipment and two checks in question.

IV. CONCLUSION

For the foregoing reasons, it is hereby ordered that Plaintiff's motion for partial summary judgment is granted in its entirety as there is no genuine issue of any material fact as to the: (1) existence of Plaintiff's title to or right to possession of the 2004 Tigercat 720D Timber Cutter (S/N 7203890), 2004 Tigercat 724D Timber Cutter (S/N 724065), and 2004 Tigercat 620C Skidder (S/N 6200569); (2) complete absence and lack of Defendant's title to and right to possession of the 2004 Tigercat 720D Timber Cutter (S/N 7203890), 2004 Tigercat 724D Timber Cutter (S/N 724065), and 2004 Tigercat 620C Skidder (S/N 6200569); (3) existence of Plaintiff's title to or right to possession of Check #2927 and Check #2933; and (4) complete absence and lack of Defendant's title to and right to possession of Check #2927 and Check #2933. Because Defendant has no ownership interest, whether by title to or right to possession, and because Plaintiff does have said ownership interest, the Defendant shall immediately relinquish the 2004 Tigercat 620C Skidder (S/N 6200569) to the Plaintiff in substantially the same working condition as when he came into possession thereof.

Therefore, the Plaintiff has satisfied the essential element of title to or right to possession sufficient for his claim for conversion of the three at issue items of equipment. Partial summary judgment is granted. Furthermore, the Defendant's cross-claims for conversion are dismissed based on the above. As for the third-party complaint, this was not before the court at this time.

IT IS ORDERED.

The Honorable DeAndrea G. Benjamin
Fifth Judicial Circuit

11-10-15, ~~2015.~~
Columbia, South Carolina.

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014-CP-29-00442

Josh Hammond
PLAINTIFF(S)

Richard Tod Hammond
DEFENDANT(S)

Submitted by: _____	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

2015 SEP 22 P 12:26
CLERK OF COURT
LANCASTER SC
FILED
CLERK OF COURT

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : This matter appeared before the Court on August 24, 2015 for a motion for partial summary judgment. After reviewing all of the documentation and affidavits of the parties, the Court finds there is no genuine issue of material fact as to the Plaintiff's ownership interest in the equipment and checks in question. Furthermore, Defendant was given an additional 15 days to produce documentation he had an ownership interest in the equipment and checks in question, and failed to do so. Partial summary judgment is granted. Attorney for Plaintiff, please prepare a formal order.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** 2161 **Date** 9-22-15

For Clerk of Court Office Use Only

This judgment was entered on the 22nd day of September, 20 15 and a copy mailed first class or placed in the appropriate attorney's box on this 22nd day of September, 20 15 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____ **Clerk of Court** Jeff L. Hammond

SCRCP Form 4C (10/2011)

received
10/1/15

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2900442

Josh Hammond	Richard Tod Hammond Titan Logging, LLC
PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: ___**Motion for Summary Judgment--** Under advisement

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

FILED
2015 AUG 24 PM 2:18
CLERK OF COURT
LANCASTER, SC

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge	2161	8/24/2015 ~~8/19/2015~~
	Judge Code	**Date**

For Clerk of Court Office Use Only

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 3/2013)

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Stephen Lewis Goldfinch Jr. PO Box 829 Murrells Inlet, SC 29576
Ryan Compton 11019 Tournament Blvd., Ste 202 Po Box 829 Murrells Inlet, SC 29576

ATTORNEY(S) FOR THE PLAINTIFF(S)

Francis L. Bell Jr. PO Box 867 Lancaster, SC 29721

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Jeff L. Hammond

Jeff L. Hammond - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Josh Hammond, *Plaintiff,* v. Richard Tod Hammond, *Defendant / Third-Party Plaintiff,* v. Titan Logging, LLC, *Third-Party Defendant.*	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT C/A No.: 2014-CP-29-00442 **MOTION AND ORDER INFORMATION FORM AND COVER SHEET**

Plaintiff's Attorney: Stephen L. Goldfinch, Jr. (SC #77665) Goldfinch Winslow, LLC P.O. Box 829 Murrells Inlet, SC 29576 T: 843.357.9301 / F: 843.357.9303 E: stephen@goldfinchwinslow.com	Defendant's Attorney: Francis Bell (SC #627) Francis Bell Law Firm, LLC P.O. Box 867 Lancaster, SC 29721 T: / F: E: fbell@fbell-law.com

☒ **MOTION HEARING REQUESTED (attach written motion & complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Plaintiff's Motion for Summary Judgment
Estimated Time Needed: 30 minutes Court Reporter Needed: ☒YES/☐ NO

SECTION II: Motion/Order Type

☒Written Motion Attached
☐Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant — April 30, 2015 Date submitted

SECTION III: Motion Fee

☒PAID – AMOUNT: $25.00
☐EXEMPT:
(check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of court or reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Josh Hammond, *Plaintiff* , v. Richard Tod Hammond, *Defendant / Third-Party Plaintiff,* v. Titan Logging, LLC, *Third-Party Defendant.*	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT C/A No.: 2014-CP-29-00442 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

TO: DEFENDANT / THIRD-PARTY PLAINTIFF RICHARD TOD HAMMOND AND HIS ATTORNEY FRANCIS BELL, ESQUIRE

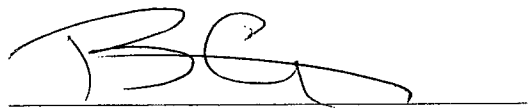
Plaintiff Josh Hammond, ("Plaintiff" hereinafter), by and through the undersigned attorneys, hereby respectfully moves this Court pursuant to Rule 56 of the *South Carolina Rules of Civil Procedure* (SCRCP), for an Order granting summary judgment to Plaintiff as to his ownership of the equipment on the grounds that there is no genuine issue as to any material fact and Plaintiff is entitled to judgment as a matter of law.

This motion is based upon the pleadings, discovery including answers to interrogatories, admissions, affidavits, exhibits, and other admissible evidence as well as the applicable common law and statutory law.

(Signature Page Follows)

Respectfully submitted,

GOLDFINCH WINSLOW, LLC

By: 

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ATTORNEYS FOR PLAINTIFF JOSH HAMMOND

April 30, 2015
Murrells Inlet, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Josh Hammond, *Plaintiff,* v. Richard Tod Hammond, *Defendant / Third-Party Plaintiff,* v. Titan Logging, LLC, *Third-Party Defendant.*	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT C/A No.: 2014-CP-29-00442 **CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing **Plaintiff's Motion for Summary Judgment** was served upon the following parties or counsel of record on the 1 day of ~~April~~ May 2015, via the following method(s):

☒ United States Postal Service ☐ Facsimile ☒ Email

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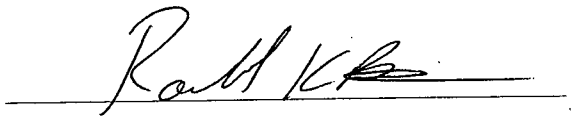

~~April~~ May 1, 2015
Murrells Inlet, South Carolina

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) 2014-CP-29-00442

Josh Hammond,

Plaintiff,

vs.

Richard Tod Hammond,

Defendant,

vs.

Titan Logging, LLC,

Third-Party Defendant.

TRANSCRIPT OF RECORD

August 24, 2015
Columbia, South Carolina

B E F O R E:

THE HONORABLE DEANDREA G. BENJAMIN, JUDGE.

A P P E A R A N C E S:

STEPHEN L. GOLDFINCH, JR., ESQ.
Attorney for the Plaintiff

FRANCIS L. BELL, JR., ESQ.
Attorney for the Defendant

DEBORAH M. McCURDY, RPR
Official Court Reporter

INDEX OF WITNESSES

(WHEREUPON, no witnesses were called during these proceedings.)

EXHIBITS

(WHEREUPON, no exhibits were introduced during these proceedings.)

AUGUST 24, 2015

THE COURT: This is the case of Josh Hammond v. Titan Logging, LLC?

MR. GOLDFINCH: Yes, Your Honor.

THE COURT: And this is Case Number 2014-CP-29-442. And there is a motion -- this is the Plaintiff's motion for summary judgment; is that correct?

MR. GOLDFINCH: Yes, Your Honor.

THE COURT: All right. And, Mr. Goldfinch, you represent the Plaintiff?

MR. GOLDFINCH: Yes, Your Honor. I represent not only Josh Hammond individually, but also Titan, who was brought in by the Defendants.

What about Richard Hammond? Do you represent him too?

MR. BELL: That is the Defendant, Your Honor, Mr. Tod Hammond.

THE COURT: I see how they have it written on here.

MR. BELL: They are father and son. That is why we have confusion.

THE COURT: Then, Mr. Bell, you represent Richard Tod Hammond?

MR. BELL: Yes, ma'am. Josh Hammond sued

Richard Tod, and Richard Tod brought in Titan as a third party.

THE COURT: And this is the Plaintiff's motion?

MR. GOLDFINCH: Yes, Your Honor.

THE COURT: All right. Yes, sir?

MR. BELL: Well, Your Honor, before we start, I've got a serious problem with the way this is proceeding.

The motion was filed -- well, I don't know when the motion was filed. I was served May of this year. There is no evidence in the file, other than the summons and complaint, an answer, and an affidavit with supporting documents that we filed last week. The Plaintiff has filed no evidence.

Now, I have just been handed two seconds ago a document dated August 24th that says via e-mail to Her Honor, and it says a copy to me -- of course I didn't get this by e-mail -- and this memorandum. And it has got a bunch of attachments that are not evidence. That is why -- I realize I am jumping the gun, but the Plaintiff has not filed with the court any evidence.

MR. GOLDFINCH: Your Honor, you have got a clocked copy in front of you of everything that has

been filed with the court. And it is evidence. And there is nothing in the rules that prohibits us from filing it and not handing it over to Mr. Bell beforehand. I don't -- there is nothing in the rules that say I have to hand it to Mr. Bell at all.

We served Mr. Bell with our motion for summary judgment, and that is all Mr. Bell needs to know under the rules.

You have the evidence in your hand, Your Honor, that has been filed with the court. And we're ready to proceed.

MR. BELL: But that's what I don't know, Your Honor. What evidence has been filed? I have not been served with any evidence.

Your Honor, when I graduated in 1969, we had trial by ambush, because they had no Rules of Civil Procedure, but we have now got Rules of Civil Procedure.

When you file a motion for summary judgment, it has got to be based on evidence before the court. We don't have any evidence that I know of in this case, other than what I filed last week.

MR. GOLDFINCH: Your Honor, you are looking at evidence that is filed with the court. There is

nothing in the rules that prevents --

THE COURT: All right. And he filed a memorandum of law; right?

MR. BELL: I don't know that.

THE COURT: He filed a motion for summary judgment. And then there is a memorandum of law.

Mr. Bell, the rules, unlike in federal court, don't require him to -- I know they have looked at it and talked about it, but the rules don't require him to turn over the memorandum of law in any particular time.

MR. BELL: I'm not disagreeing with that, Your Honor.

THE COURT: Okay.

MR. BELL: A memorandum of law is not evidence. That is what -- I'm not disagreeing with that. I'm disagreeing with, where is the evidence --

MR. GOLDFINCH: Your Honor --

MR. BELL: -- that the Court is going to base -- a memorandum is not evidence.

MR. GOLDFINCH: Your Honor, we are --

THE COURT: For purposes of summary judgment, the Court is to consider the motion for summary judgment, any affidavits -- and of course they

always stick attachments onto the affidavit. I mean, I'm not sure -- I'm just looking at this one first.

MR. BELL: It is not an affidavit.

MR. GOLDFINCH: Your Honor -- Your Honor, Mr. Bell and I have exchanged every single document that you have in front of you that has been filed with the court today.

I know he says that is trial by ambush, but he has every single one of those. And, in fact, many of the exhibits you have in front of you today are exhibits that we got from Mr. Bell. So it is a little disingenuous to say that he has never seen any of the exhibits.

MR. BELL: I didn't say that. I said it is not in evidence. Your Honor, there are two ways to get stuff in evidence.

MR. GOLDFINCH: It is in evidence.

MR. BELL: One, deposition; and, two, affidavit -- or in testimony. There is no other way to get anything into evidence.

MR. GOLDFINCH: Your Honor, it has been filed with the court. All of those have been exchanged in discovery. They have been exchanged in discovery and they have been filed with the court.

And we are ready to proceed on all of those today and make our arguments for motion for summary judgment. And Mr. Bell can evaluate and examine every single one of the documents that he has already seen and can try to provide a material fact, but he is not going to be able to do that in this particular case.

THE COURT: All right. I guess -- just one quick question. I think what he is asking is, for purposes of the 59 -- for purposes of the motion for summary judgment, the Court has to consider affidavit -- you all would agree; is that correct?

MR. BELL: Yes, ma'am.

THE COURT: Any deposition testimony --

MR. BELL: That does not exist. We haven't gotten that far yet.

MR. GOLDFINCH: Your Honor, I'd like to draw your attention to one thing, if I could, please. We only have to produce -- we only have to give the Court -- the moving party, to support its motion, with affidavits or other similar materials negating the opponent's claim. Your Honor, the non-moving party has the burden to shift over to the non-moving party at that point in time to come up with specific facts showing there is a genuine and

material issue for trial and must do more than rest upon the mere allegations or denial of its pleadings.

That is controlling case law, Your Honor, under D.R. Horton versus Wescott Land.

THE COURT: What is the case number?

MR. GOLDFINCH: Case Number 398 S.C. 598. Your Honor, that is D.R. Horton versus Wescott Land Company.

THE COURT: What is the cite one more time?

MR. GOLDFINCH: 398 S.C. 528.

THE COURT: All right.

MR. GOLDFINCH: And on Page 2 of the memo, Your Honor.

MR. BELL: Summary judgment is controlled by Rule 56.

MR. GOLDFINCH: It is in the top paragraph of Page 2, Your Honor, on the memo.

THE COURT: Under Rule 56(a) it says that: A party asking for a motion for summary judgment by the adverse party may move with or without supporting affidavits for a summary judgment in his favor.

Then it also says that: The court must consider pleadings, depositions, answers to

interrogatories, admissions on file, together with affidavits, if any, show that there is no genuine issue as to material fact and that the moving party is entitled to judgment as a matter of law.

MR. GOLDFINCH: Yes, Your Honor. And we have presented today and filed with the Clerk of Court pleadings, depositions, answers to interrogatories, admissions on file together. And if you see there it says, with or without affidavits. And we have submitted all those to the court. We have put them into the file.

THE COURT: Do you have affidavits in there?

MR. GOLDFINCH: No, ma'am. What I was saying is that the rule doesn't require affidavits. It says with or without affidavits. We have put those, the others, the pleadings, answers to interrogatories, basically discovery into the court's hands. We have filed them with the court. The controlling case law, D.R. Horton, which on Page 2 it says that we don't have to file affidavits. That we have filed support with motions, with memos, and with other similar material negating the opponent's claims. We have done everything we are required to do under the rule and under the controlling case law.

MR. BELL: Well, my problem is, Your Honor, the only thing I'm aware that is on file, meaning been recorded with the Clerk of Court, are the pleadings. I agree with that. There is a complaint, summons, answer, third-party complaint, and reply. No depositions on file with the Clerk of Court because none have been held.

THE COURT: All right. But he has filed the discovery, the interrogatories, answers to interrogatories have been filed.

MR. BELL: Your Honor, I don't know that, Your Honor. He gave me something this morning. I don't have anything that is marked filed. I have not had time to look to see if it was actually filed.

THE COURT: It was clocked.

MR. GOLDFINCH: I will trade with you if you would like a clocked copy.

MR. BELL: No, I will keep mine.

MR. GOLDFINCH: Okay.

THE COURT: It is a clocked copy.

MR. BELL: Answer to interrogatory. Okay. There are no admissions on file that I'm aware of.

THE COURT: All right. Well, I don't think it has to be everything, Mr. Bell. I think, for purposes --

MR. BELL: The summons and complaint, and present what he is going to present. I agree, Your Honor.

THE COURT: So for purposes of the hearing, I think he can proceed based on -- and then I'll consider what he has filed. But he has filed the depositions -- I mean, not depositions, the interrogatories. And then I have your response here also, your memo in opposition, along with these attachments.

MR. GOLDFINCH: Thank you, Your Honor. Would you like me to proceed?

THE COURT: Yes, sir.

MR. GOLDFINCH: Thank you. If it will please the Court? This case is a little bit complicated. And I'll try to do my best to explain it as I can.

But Mr. Hammond and Mr. Hammond are the two parties, essentially. Titan is a company that was organized incorporated by my Plaintiff, Mr. Hammond, Josh Hammond. For purposes of simplicity we will call them Josh and Tod, if that is all right with the Court, so we don't confuse them. Josh opened the company Titan. Josh sued Mr. Tod Hammond -- that would be his father -- for conversion of equipment.

Between 2006 and 2009, Josh and Tod were working together in the timber cutting business. Sometime around 2009 a fallout occurred. Josh contends that his father no longer wanted to work, was going out on the town, wasn't doing what he was supposed to do. That is neither here nor there for the purposes of this motion. But what is important is that Josh went out and established his own name in the community, started doing cutting jobs on his own, opened his own bank accounts, bought his own equipment with his own money, with his own loans, with his own checks, with his own collateral, bought his own equipment.

And sometime between 2009 and 2013, when it all hit the fan, Tod, Mr. Bell's client, locked up my client's equipment, changed the lock so that my client couldn't access it anymore, essentially shutting my client out of the timber cutting business.

Now, there are facts that are undisputed. The facts that are undisputed are these: That Hammond Land Clearing was an unincorporated business entity. Josh Hammond and Tod Hammond both operated independently and together between 2006 and 2009 as Hammond Land Clearing. Both had their own jobs,

both had their own money, both had their own bank accounts. So that is where this case begins to get a little complicated.

So in May or June of 2013, as I mentioned already, Mr. Tod Hammond changed the locks. That is where the conversion claim comes from, Your Honor. No contract or written agreements were ever had between either one of these parties. And that is really unfortunate, because that is why we are here today.

So as you'll see in Exhibit 2, which you have in front of you, no contract for Josh or Titan. And those come from the Defendant's response to Plaintiff's second request for production. All of these exhibits will go to show that there is no material fact that my client owns the three pieces of equipment that we're asking for here today.

There are multiple pieces of equipment, Your Honor. Multiple pieces of equipment here. But there are three that are absolutely undisputed that the evidence will show in the exhibits that are owned by my client, Mr. Josh. There are others that there are material facts on because they were used in joint jobs. These three pieces of equipment, Your Honor, are undisputed. There can

be no conclusion that anything other than Josh Hammond owned those pieces of equipment. And the exhibits will show that here today.

So, Your Honor -- and I will mention, Titan also -- think of Titan -- I know it is a different party -- think of Titan right now, for simplicity, as Mr. Josh Hammond, because I represent both.

So there was never a demand required. In conversion demands are required in order to have your claim, your cause of action.

The Defendants here made a counterclaim against my client. Never demanded anything from him. And we still don't know what he wants from him. So we'll get to his conversion claim as we get towards the end.

So, Your Honor, the three pieces of equipment that are undisputed in this particular case that no material fact can be shown here are, Number One: The 2004 Tigercat 720D. That is on Page 5 of our memo. Okay. It was purchased in June 2011 -- June 11 of 2009 for $70,000.

THE COURT: One more time. Page 5?

MR. GOLDFINCH: Page 5 of your memo, yes, Your Honor. Number One, 2004 Tigercat 720D. Do you see that one?

THE COURT: Okay.

MR. GOLDFINCH: Okay. We are on the same page on the memo?

THE COURT: Yes. Yes.

MR. GOLDFINCH: Great. That was purchased June 11, 2009, for $70,000.

The first exhibit that you will see there on Page 5 is Exhibit Number 6. Essentially what that is is a contract of sale. That contract of sale says Josh Hammond Land Clearing. This is for that piece of equipment. This does not say Hammond Land Clearing, this does not say Tod Hammond, this says Josh Hammond Land Clearing.

The second exhibit on that page -- that is Exhibit Number 7 -- is a promissory note and a loan in the amount of $50,000. Signed personally by the Plaintiff in his personal name, Your Honor. The exhibit there is Exhibit 7. That is the loan you will see where my client has personally signed that loan for himself for that piece of equipment.

The next exhibit, the collateral. Number 3 was collateralized by COD by the Plaintiff and the Plaintiff's grandmother. Okay. $50,000 check -- the next exhibit -- $50,000 check listing Josh Hammond as the sole remitter. That is the next

exhibit, Check Number 4332510, attached as Exhibit 8. I'm sorry, it is Exhibit 5. I am out of order there.

The Plaintiff paid the remaining $20,000 of that purchase price of that piece of equipment with three checks, Your Honor. That is Exhibit Number 9 -- no Exhibit Number 6. Evidently my exhibits are out of order. I'm sorry. That is Exhibit Number 6. Those are three checks totalling $20,000. That is the remaining balance paid in full by Josh Hammond. You can see his account agreement right there where -- on Exhibit 7 -- where Josh Hammond is the sole owner -- Exhibit 7. Sole owner, sole proprietor, sole signatory on that account agreement. That would be Exhibit 7.

So the Defendant's only argument -- if you look through his answers, Your Honor -- the Defendant's only argument for that particular piece of equipment is that his mother -- that would be our -- the Plaintiff's grandmother -- is a co-signer for the collateral. That doesn't give us any legal argument whatsoever to go on. I don't know how we get to Mr. Tod Hammond having any equitable interest in a piece of equipment that for some reason his mother co-signed for. I don't know

why we would ever come to a conclusion -- there is no legal argument to be made there -- that he has any ownership interest in that piece of equipment whatsoever.

So as a matter of law, Your Honor, that argument must fail.

THE COURT: Is she a party to the action?

MR. GOLDFINCH: No, ma'am, she is not a party to the action. She was just a co-signer. And there is no legal argument to be made there. He absolutely has full ownership of that. And, quite frankly, Your Honor, we had a permanent injunction that came up earlier this year and the judge that granted the permanent injunction granted it in our favor, so he obviously found --

MR. BELL: I don't mean to interrupt, but there has been no granting of a permanent injunction. The Sheriff's Department --

MR. GOLDFINCH: Preliminary injunction, Your Honor.

MR. BELL: The Sheriff's Department has had possession of these two pieces of equipment since last summer.

MR. GOLDFINCH: Your Honor, as you know, the judge had to find that we had a very good chance of

succeeding on the merits, and he did, and therefore he put one of these three pieces of equipment -- two of these three pieces of equipment aside with the Sheriff's Office for when we came to this date.

So the second piece of equipment, Your Honor, is the 2004 Tigercat 720D. That equipment was purchased December 6, 2011, for $65,000. The purchase form is Exhibit 8. As you can see on the purchase form there, it is made out to -- signed by Josh Hammond, alone, for the $65,000, personally, in the Plaintiff's name, Josh T. Hammond, was a loan taken out by him. That is Exhibit Number 9. That is Loan Number 325355774, as you can see there on Exhibit Number 9.

Exhibit Number 10 is a check for loan proceeds made out to Josh Hammond, not to Hammond Land Clearing, not to Tod Hammond, but to Josh Hammond for $50,000. A check payable to Josh Hammond for $50,000 for the proceeds. And signed over to Tidewater, the equipment distributor, Your Honor.

The next thing I would like to make mention of is that the Plaintiff paid the remaining $15,000 purchase price with two checks, 2596 and 2597. That is Exhibit 11. That is Exhibit 11. Both checks were drafted and signed by the Plaintiff and

paid from a checking account of which the Plaintiff is the undisputed sole owner, and which you can see there in Exhibit 12. Again, Josh Hammond, as the sole owner and the sole signer of the account.

Again, Your Honor, you cannot come to any conclusion that Mr. Tod Hammond has any equitable interest, any legal interest, in this piece of equipment. And in this case there is not even any co-signer of his mother, which I'm not sure that makes any legal argument anyway. But there is no disputable fact here that my client owns anything but that piece of equipment.

The third piece of equipment, Your Honor, finally the third piece of equipment, the 2004 Tigercat 620C skidder. The contract, again, Your Honor, Exhibit 13, the contract of sale lists Josh Tod Hammond as the purchaser. $70,000 purchase price, June 18, 2010. Josh Tod Hammond was the purchaser, Josh Tod Hammond was the signer down at the bottom.

Josh obtained personally a loan, another loan, Your Honor, in his name from High Tide II, LLC, in the amount of $50,000. That is Exhibit 14. That was applied to the purchase price. You can see that in Exhibit 14.

Promissory note identified the Plaintiff, Josh Hammond, as the sole borrower, Your Honor. The note identified 620C as the collateral in that case. So the Plaintiff also submitted a down payment in that case to Tidewater. That was a down payment from a personal checking account of Josh. And you can see that. That is the account agreement from Carolina First ending in 5105. That is -- Your Honor, the Plaintiff paid -- he paid his personal loan in full. He paid on his own check. He paid on his own account. He got loans in his own name. There is no disputable fact that anybody can show here in any legal way that shows that Mr. Josh Hammond, our client, doesn't own those three pieces of equipment.

It is very abundantly clear on all the equipment that we mentioned today, he indebted himself, he personally repaid that debt, he did all these actions with money from bank accounts which he personally owns and which he was the sole owner. So there is really no legal argument for these three pieces of equipment.

And finally, Your Honor, all of this was derived from answers, from requests to produce, from interrogatories that was exchanged between us

and Defendant's counsel. All of these exhibits are exhibits that were exchanged between us and the Defendant's counsel. No cognizable -- no recognizable defense. No recognizable ownership interest has ever come from the Defendant's counsel with regards to requests to produce or with regards to answers to interrogatories, Your Honor.

THE COURT: So this is a motion for partial summary judgment; is that correct?

MR. GOLDFINCH: My motion for summary judgment will be for these three pieces of equipment, and the final piece will also be for the check that they had -- they claim was converted. That goes back to my opening statements when I said they would have to demand -- in order for a conversion claim to stand, they have to make a demand. A demand was never made. And I will get to my legal argument, but a demand was never made for those two checks that they claim were converted.

This is a legal argument, Your Honor. And I'll try to make it as short and simple as possible.

Checks are very simply an instrument under the UCC. In order for a check to be converted, a person not entitled -- a person has to be not

entitled to enforce the instrument. He may not be brought by the (a) issuer or acceptor of the instrument or (b) a payee or endorsee who did not receive delivery of the instrument.

This comes from one of these times when Mr. Tod Hammond and Mr. Josh Hammond were working separately as Hammond Land Clearing doing their own jobs, working with their own equipment. And my client was issued a check from a wood -- he was asked to go cut wood. He went and cut wood. He received a check in the name of Hammond Land Clearing and deposited the check. And now Mr. Tod Hammond claims that he owns some portion of that because Hammond Land Clearing was written.

Josh Hammond had a right to receive the funds because he was written the check. And under the UCC, that is abundantly clear. If you are written the check, you have the right to cash the check. There is no legal -- there is no equitable claim for that that we can find. There has never been a defense and there has never been any kind of admission, there has never been any kind of discovery production under RSPs or under Rogs that we can ever see where Mr. Bell or Mr. Hammond has ever shown that those checks are rightfully Mr. Tod

Hammond and not Mr. Josh Hammond.

And for those reasons, we would ask for a summary judgment on those four issues. Those would be the three pieces of equipment I listed earlier where there is no disputable facts, and the conversion of the checks, Your Honor.

THE COURT: And that is their conversion claim?

MR. GOLDFINCH: Yes, Your Honor. And for the Defendant to maintain his counterclaim, he must establish the title or right to possession of the checks as well. And he can't establish that. It has never been done in any of his RSPs or any of the Rogs or any of the questions we have ever asked. And we have asked an abundant amount of those, unfortunately. We have done plenty of discovery in this case. And we have gotten to a point in the discovery where we realized they really don't have an argument.

I understand you have to deal with the cards that you have, Mr. Bell. I understand that. But the cards here aren't very good for their side, Your Honor, on these four issues. There may be other issues out there that need to be resolved at trial. So on these four issues there is no

disputable fact that can ever be brought up. I have proven that today in the exhibits, Your Honor.

THE COURT: Thank you.

Yes, sir?

MR. BELL: I have got nothing under oath, Your Honor, before you. Interrogatories are not under oath. No requests for admissions have been filed. No affidavit by the Plaintiff, which they don't have to file if they don't want to. But that is why I got up at the very get-go and mentioned that, Where is the evidence? Meaning that is believable and credible and under oath. Because I don't know of any case that can rise and fall on paperwork that is subject to more than one interpretation and is not under oath in any way to get it introduced as such. That is why I objected from the get-go.

Well, when the motion for summary judgment came in, we had to anticipate what was being moved for. And I knew we had already been to court last summer. And Judge Cooper's order should be in the file, Your Honor. It is something he kind of did on his own. He didn't make a holding that anybody was going to win, he simply took the equipment and put it with the Sheriff's Department. And I think you will see that order in the file.

So what do we have in this case to counter this argument that you have heard that they have filed something with you that is not, again, under oath and is subject to interpretation.

Well, anticipating that the only way I knew I could get something in evidence, because there have been no depositions and I'm not aware in a motion for summary judgment of any live testimony -- not saying it couldn't be done, but I haven't seen it done in a long time -- we got with our client and came up with his affidavit responding to certain issues that we anticipated. And we filed and served that affidavit on 18 August, which was well within the two days required by Rule 6 and by Rule 56.

And with that affidavit, Your Honor, it is a lot of stuff in there, but basically an affidavit, Mr. Hammond, my client, is setting out who he is, what he did, and that he operated Hammond Land Clearing way back since '88, which was the year that Josh Hammond, the Plaintiff, was born. And that he kept doing that until finally the young man wanted to come work with him and he let him come work with him. It has always been Hammond Land Clearing. That has always been my guy's Hammond

Land Clearing. There has been no other.

And then you can just take time to read the affidavit, which sets out a lot of stuff as showing what was going on internally between them two.

But then we get down to what they did in reference to the various bank accounts and who has signature authority and who could sign for what. And the equipment was bought in the name of Hammond Land Clearing. There has only been one Hammond Land Clearing. There is still only one Hammond Land Clearing. It is us. And that is why we attached with the other stuff some other titles that we thought maybe they were after, but these skidders and things don't have title, so that is why we attached with our affidavits all the 1099s showing where we made the money. They have yet to produce any 1099 showing Josh has made any money.

To me, if you want to talk about things that aren't in the record, let me talk about them. They haven't given me any tax returns. They haven't given me any 1099s. I don't even know if he has ever made any money. That is what I want to find out whenever I can depose him. But I have sent and put with all the 1099s, we put the income tax returns, you see where we claimed the equipment in

'09 and wrote it all off the first year, Hammond Land Clearing did.

THE COURT: But he is not asking for the -- I see the titles in here for stuff from a 1994 model --

MR. BELL: Yes, ma'am.

THE COURT: Then 1998. But I guess I'm -- this is a motion for I guess a partial summary judgment?

MR. BELL: Yes, ma'am.

THE COURT: What about the 2004, the three -- 2004 Tigercat 720D and 2004 Tigercat 724D and 2004 Tigercat 620C skidder?

MR. BELL: Yes, ma'am.

THE COURT: Those -- I mean, those are the three that we are concerned about today. He has I think argued that there is some other equipment that there may be some genuine issue of fact as to.

MR. BELL: Again, I only attached that to show you -- we didn't know what they were coming after. Those have title. The three pieces of equipment he wants do not have titles. They don't run up and down the highway. They don't have titles. I'm simply saying that the evidence we produced has shown that they were purchased in the name of

Hammond Land Clearing. That is this guy.

THE COURT: Okay. That equipment. I think he says that there is a genuine issue of fact as to that equipment. But he is saying as to the three --

MR. BELL: No, ma'am. We're saying there is a genuine issue of fact to those. Those three were purchased in the name of Hammond Land Clearing, him.

MR. GOLDFINCH: Your Honor, that is not correct. I have shown you the exhibits to prove otherwise.

And, Your Honor, I would also like to make the fact that their genuine issue of material fact is a tax return. That shows nothing other than the fact that he may have defrauded the federal government for what he does and doesn't own. We don't know.

And I also make the fact that he, Mr. Bell, mentioned that we haven't provided him with tax returns. We objected and he waived his objection, Your Honor.

So there is no genuine issue of material fact. A tax return can't prove that he owns the material. All he has to do is write it down on his return and the federal government takes it as that unless they

audit it. That doesn't show me anything, Your Honor.

MR. BELL: It is proof.

MR. GOLDFINCH: It is not proof.

MR. BELL: It is proof.

THE COURT: Let me ask you. So there is a promissory note that -- and I guess just to address the issue again. I looked at Rule 56 again, and for summary judgment I understand that sometimes we have deposition testimony, sometimes you have affidavits, sometimes you have answers to interrogatories, and then sometimes you just have the pleadings. But the rule does not say that you have to have all of those. I understand what you are saying, Mr. Bell, but it does not say that you have to have all of those. It lists these are the things that the Court has to consider.

MR. BELL: I agree with that. But you have got to have some things that is proper evidence, Your Honor. That's what I keep saying.

THE COURT: But you don't agree that he has presented the answers to the interrogatories?

MR. BELL: But the answers to interrogatories don't help me.

THE COURT: And the attachments?

MR. BELL: They don't help me.

THE COURT: The discovery requests?

MR. BELL: No, ma'am. They don't help me. Because I have never admitted that I don't own anything. I have an interest in it.

Ma'am, if you would look at the contract as part of his exhibit -- now, bear with me because I just got this right before we started trial, let me find the right exhibit number -- if you'll find the contract -- I'm not sure which one it is. You will have to bear with me. But somewhere in these exhibits it deals with the Tigercat. And I've got the contract, but I can't tell you the exhibit number without finding it in his paperwork.

MR. GOLDFINCH: I can tell you which one he is looking for, Your Honor.

MR. BELL: Okay.

MR. GOLDFINCH: He is looking for Exhibit 13 where it says sold to Hammond Land Clearing at the top. But if you will move your attention down to purchaser at the bottom, Joshua Tod Hammond. That is also the one that I mentioned. He took out a personal loan, he paid with his own bank account, which I showed you in the exhibits that he owned, Your Honor.

There is indisputable fact -- I don't care what you write on the contract. Both of these guys operated Hammond Land Clearing at some point in time. My client purchased it with his own money, with his own loans, with his own collateral. You can't get around that fact. The tax return won't do that. And, quite frankly, this affidavit won't do that, Your Honor. The affidavit, is there personal knowledge? If there is no personal knowledge throughout this thing, it is not admissible under the rules. There is no genuine issue of material fact that is raised. He's got hearsay throughout the whole thing, immaterial information throughout the whole thing. My parents divorced when I was two to three years old. All of this is immaterial and hearsay just in an attempt to try to find some material fact that is not existent on these three pieces of equipment or that counterclaim.

And, Your Honor, you have got to grant summary judgment in this case.

MR. BELL: Exhibit --

THE COURT: Hold on one second.

MR. BELL: Yes, ma'am.

THE COURT: So on Exhibit 13 --

MR. BELL: Hammond Land Clearing, 2552 Kirkover Drive. That is my client's address.

THE COURT: And they have him down as the purchaser, though.

MR. BELL: No, ma'am. The purchaser was Hammond Land Clearing.

THE COURT: No, the purchaser's signature. And then a promissory note says Joshua Hammond.

MR. BELL: Well, I understand that.

THE COURT: Do y'all have an operating agreement? Do they have an operating agreement?

MR. BELL: We have an oral agreement as to what they were doing, yes, ma'am.

MR. GOLDFINCH: There is no agreement, Your Honor. There has never been an agreement. Nobody has ever admitted any oral agreement. We have asked. We don't have any agreement, Your Honor. There is no written agreement, no operating agreement. These two guys operated individually as Hammond Land Clearing.

And, again, all the exhibits that you see in front of you show Josh Hammond owning these equipment. They can't come up with anything other than that.

MR. BELL: Your Honor, if there is --

THE COURT: Hold on one second.

MR. BELL: Yes, ma'am.

THE COURT: So Number 3 is in regard to which, the, the 2000 and -- Number 13 is --

MR. BELL: I'm not following you. This is in regard to the skidder. Oh, the -- I'm sorry.

THE COURT: That is in regard to the collateral, the 2004 Tigercat 620C. So that is the skidder that he is asking for. And you are saying there is an issue of fact as to -- because of the promissory note.

What about the other two?

MR. BELL: All of them are the same way, Your Honor. There is an issue of fact about ownership. I'm not claiming 100 percent. But I don't think the Plaintiff can claim 100 percent. There is an issue of fact as to ownership based on where the money came from and who paid what back. And we have produced documents showing that Hammond Land Clearing paid the bank payments on all this equipment until the young man left.

MR. GOLDFINCH: Your Honor, we presented the evidence that shows Mr. Tod Hammond paid for it and signed it as the purchaser, he paid for it with his own money, out of his own bank accounts, that the

bank account shows him as being the sole owner. He took out loans in his own name, used collateral with his own name. And, Your Honor, there is no material issue of fact here. Mr. Bell is dealt a bad hand of cards here, and I feel bad for him, but on those three pieces of equipment --

MR. BELL: Well, I don't want him to feel bad for me, I'm not being sued, I'm the lawyer.

MR. GOLDFINCH: Those three pieces of --

MR. BELL: Don't feel bad for me.

THE COURT: Hold on. All right, Mr. Bell. All right.

MR. BELL: But, Your Honor, there is --

THE COURT: Let him finish and then I will give you an opportunity.

MR. BELL: I'm sorry. Yes, ma'am.

THE COURT: Yes, sir?

MR. GOLDFINCH: Your Honor, they have presented -- that I can understand here today -- they have presented two things to try to present a material issue of fact. One would be a tax return. And obviously that doesn't present a material issue of fact because you can put whatever you want to in a tax return. And from what I know, I understand that all of the tax returns have been done since

this litigation started. So that concerns me in the first place.

The second thing that they have presented as trying to come up with a material issue of fact is an affidavit. And if you read through the affidavit you'll see, Your Honor, it is not admissible. It is all immaterial and it is all hearsay.

So the two things that they have presented to rebut our very clear evidence are immaterial. They are completely immaterial. I mean, again, I understand what he is trying to do here, but there is no issue of material fact as to these three pieces of equipment. There is loans, there is checks, there is money. We have tracked it as far as back as we can. You have got all the exhibits in front of you. And if he can present evidence to try to show that our exhibits are wrong, if he wants to try to interpret our exhibits differently, I ask him to go ahead and do so. But I don't know how you can interpret a contract that says Josh Hammond, purchaser, or a loan agreement that says Josh Hammond -- or a checking account that says Josh Hammond, as sole owner, I don't know how you can rebut those facts.

MR. BELL: Taking his deposition. That is how you rebut the facts. But, Your Honor, it doesn't matter. The point is, all this document is subject to interpretation as to what did it convey, not equipment, but to whom did it convey.

My client has set out, Did it convey an interest to me. And he has further set out that, I paid some of the payments through Hammond Land Clearing, and I paid those payments until he left, which I think was in 2013.

THE COURT: Do you have documentation of that?

MR. BELL: Yes, ma'am. I provided all the checks to him, yes, ma'am.

MR. GOLDFINCH: If you will present it here today then we can talk if there is an issue of material fact.

MR. BELL: I have -- Your Honor, I have filed what I can file.

THE COURT: No, no, I mean, if there is documentation as to your client purchasing or paying on the 2004 Tigercat 720D, 2004 Tigercat 724D --

MR. BELL: Yes, ma'am. I have presented them with checks dated 6/9 -- 6/11/09. It was signed by Josh. I don't dispute that. But the point we are

making is Hammond Land Clearing put the money in the bank. They had co-signatures.

MR. GOLDFINCH: It as signed Josh Hammond on his own account, Your Honor.

THE COURT: Do you have something showing that they were co-signatures for Hammond?

MR. BELL: On the bank account, yes, ma'am. Not -- I mean, we presented it. I don't have the whole file up here today.

MR. GOLDFINCH: If you'll present the evidence, then I will --

MR. BELL: I don't have to present it today, Your Honor. I have presented the affidavit saying, We claim an interest in everything and here is why.

THE COURT: Okay. All right. I understand that. But do you have copies -- the accounts that he was using to -- the accounts he was using to write the checks, do you have something showing where he is a co-signature on the account?

MR. GOLDFINCH: If you will look at Exhibit 12, Your Honor, there is one of the accounts right there that he paid for equipment with, and it says, Josh Tod Hammond, sole owner. At the bottom, Joshua Tod Hammond.

Your Honor, the only time that Tod Hammond

comes into play here is when Josh Hammond is the sole owner of an account and puts him on there and then subsequently removes him. And that is during the pendency of the time when, you know, that they were on and off.

During the time of the purchase of the equipment, you have got accounts right here, Exhibit 12, that shows Josh Tod Hammond, sole owner, sole signatory. You really -- there is no material fact here, Your Honor. There is just none that they can come up with. I'm sorry, an affidavit with immaterial facts and with hearsay doesn't do it. And a tax return doesn't do it. You can't get past a loan, you can't get past an account, you can't get past collateral, you can't get past a contract. All of those things add up to only one legitimate conclusion, that Mr. Josh Hammond owns these three pieces of equipment.

Now, if we want to argue over the other ten pieces of equipment, that is what we reserved the rest of this trial for, the rest of this litigation for. But these three pieces are indisputable. There is nothing else we can say about them.

THE COURT: All right. This is what I'm going to do. I am going to hold the record open. And

then I'm going to go through all the documents. Because both of you have given me quite a bit of documents to look at. I am going to hold the record open, though, to allow Mr. Bell to provide -- and also Mr. Goldfinch -- any affidavits from the bank or somewhere saying that they were co-signers on the account, or if it is from the -- anyone regarding the purchase agreement or your clients.

But my concern, Mr. Bell, is the three pieces of equipment that we are discussing today -- and I have put those on the record several times -- I guess if there is any documentation to show any ownership or potential ownership interest in those three properties. Not all the rest of them. He has already acknowledged that there may be some genuine issue of fact as to those. But as to the three -- the 2004 Tigercat 720D, the 2004 Tigercat 724D, and the 2004 Tigercat 620C skidder -- if there is anything that your client has that would show that he has an ownership interest in those three pieces of equipment. Also, if you have anything further, affidavits, or anything further from either side regarding ownership in those three pieces.

As to the conversion argument, I did not hear from Mr. Bell regarding that. And if you need -- based on the fact that --

MR. BELL: Well, Your Honor, what I did, I counterclaimed by saying that certain funds belonging to the Defendant or Hammond Land Clearing that were contracted in the name of Hammond Land Clearing and all logs delivered in the the name of Hammond Land Clearing, that he converted his assets to his own use. That is all I had to plead.

THE COURT: Which assets are you saying they converted?

MR. BELL: Money. Money. Money.

MR. GOLDFINCH: No, Your Honor. In Exhibit 16, Page 5 and Page 6 he has admitted what those conversions are. Those are two checks from Griggs Forestry Group totalling $12,000 plus dollars, Check 2927 and 2933. That it is Page 5 and 6 on his answer to our requests for production. Checks clearly fall under instruments under the UCC and you cannot possibly claim a conversion interest in a check that you don't own. He didn't have a right to that check. He never had a right to that check. This check was written out to Hammond Land Clearing, written out to Josh Hammond when Josh

Hammond did the work, Josh Hammond had bank accounts in the name of Hammond Land Clearing, which I have already shown you the exhibit, being the sole owner, and therefore he had a right to deposit a check that had Hammond Land Clearing signed by Josh Hammond on them. Under the UCC it is a very clear legal right line argument, Josh Hammond had a right to these checks under the UCC. He deposited them. And a conversion claim can't stand based on the UCC.

MR. BELL: Your Honor, as I remember the checks -- and I'm looking real quick -- they were made payable to Hammond Land Clearing, which is me.

MR. GOLDFINCH: Your Honor, Josh Hammond had a Hammond Land Clearing account, which I have shown you in the exhibits. He is the sole owner. He is also the sole signatory. He was operating as Hammond Land Clearing just as anybody else was, his last name is Hammond. Okay. So, I mean, this conversion of the wrongful act cannot arise from the exercise of legal rights. He had a legal right to the check. He cut the wood. He distributed the wood to the wood distributor. And he received a check. And he deposited the money. Just because Mr. Hammond has the last name Hammond doesn't mean

he has a right to those checks. It especially doesn't mean that he has a right under the law under the UCC.

Now, I understand that we can make common law arguments about it and we can go into whether or not he had some equitable interest. But that doesn't matter under the UCC because it is an instrument. And the UCC is very clear, you can't convert something you have a legal right to.

MR. BELL: Hammond Land Clearing. That is what the dispute is, Your Honor, who was Hammond Land Clearing? That is a question of fact.

THE COURT: Are there two accounts with Hammond Land Clearing?

MR. GOLDFINCH: There was many. Josh Hammond had -- and I think we presented all the exhibits -- but Josh Hammond had at least three or four Hammond Land Clearing accounts where he is the sole owner and the sole signatory.

THE COURT: Okay.

MR. GOLDFINCH: And operated as Hammond Land Clearing. I don't know how he wouldn't be able to receive checks as Hammond Land Clearing.

THE COURT: And then Tod Hammond, I'm assuming, had a Hammond Land Clearing account too?

MR. GOLDFINCH: I assume so.

MR. BELL: They had one together, Your Honor. They only had one at various times.

MR. GOLDFINCH: That is not true, Your Honor. There is multiple accounts. And he has never shown us. We have asked for accounts. And as you can see in our requests for production and our interrogatories -- you have got the exhibits -- we have asked for accounts. We have never received an account that shows Hammond Land Clearing with Tod Hammond as the signatory. We've never seen it, so how can we know? We don't even know --

MR. BELL: The 1099 covers what he is talking about in Griggs Forestry.

MR. GOLDFINCH: Tax return.

MR. BELL: Well, it is from the producer, Your Honor. It is not something I made, it is something he received.

THE COURT: Well, you don't have the account information, Mr. Bell?

MR. BELL: It is the 1099.

THE COURT: Not the tax stuff. That is what he puts on his taxes. I mean --

MR. BELL: No, ma'am. This is the 1099 from the producer. This is from Griggs Forestry

Service. This isn't something I produced. I received it.

THE COURT: I understand. But do you have the bank account information showing where he has an account with Hammond Land Clearing and he being the signatory on that?

MR. BELL: I don't have it up here, no, ma'am.

THE COURT: All right. Can you -- when you produce those other -- I am going to leave the record open. Can you produce that?

MR. BELL: I am going to see what I can produce based on what you just asked me, Your Honor, yes, ma'am.

THE COURT: All right. How much time do you think you all need for the record to be open?

MR. GOLDFINCH: I am ready today, Your Honor. I know Mr. Bell probably isn't, but --

MR. BELL: I will need at least 30 days, Your Honor. I have got other stuff going on, trials and everything else. I will get it together.

MR. GOLDFINCH: Your Honor, this case has been going on a year and a half now. We're ready to proceed.

THE COURT: When is it going to be -- I mean, because obviously you still have the other claims

that are at issue. Where is it on the trial docket?

MR. BELL: Well, it is probably near up, but Lancaster is running a little behind. I don't know when it was filed. I don't have all the files up here.

MR. GOLDFINCH: Your Honor, the case can basically be resolved from our perspective if these three pieces of equipment were given to the rightful owner. Two of the three pieces of equipment were locked up by Judge Cooper because he believed we were going to prevail on the merits. We are asking for a third one where we showed it was written on Josh Hammond's own sole account, where he took out a loan in his own name.

Your Honor, I know you want to leave it open, but there is no material fact as to these three pieces of equipment.

THE COURT: Well, I have also got to look through all the documents.

MR. GOLDFINCH: I understand. I understand.

THE COURT: And so that is why I'm taking it under advisement, but I am also looking at the documents.

MR. GOLDFINCH: I understand.

THE COURT: And that is why I am leaving it open so you all can provide anything else. And I will do that for 15 days.

MR. BELL: Yes, ma'am, I'll have you something. I will have it filed and served.

THE COURT: All right. Yes, and copy the other side.

MR. BELL: Yes, ma'am.

THE COURT: And in the meantime, while you all are doing that, we'll go through all of this. And I'm going to look at the cases that you cite, Mr. Goldfinch.

MR. GOLDFINCH: Yes.

THE COURT: And also look at the UCC regarding the commercial claim.

MR. GOLDFINCH: Thank you, Your Honor.

THE COURT: All right. Thank you.

(WHEREUPON, the proceedings were concluded.)

(END OF TRANSCRIPT)

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

I, Deborah M. McCurdy, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Lancaster County, South Carolina, on the 24th day of August, 2015.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

January 28, 2016

s/*Deborah M. McCurdy, RPR*

Deborah M. McCurdy, RPR
Fifth Circuit Court Reporter

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work [4] 13/4 26/23 26/24 42/1
working [3] 13/2 23/6 23/8
would [15] 8/12 11/17 12/11 12/24 17/15 17/19 18/1 19/21 22/15 24/2 24/3 29/13 31/6 35/21 40/20
wouldn't [1] 43/22
write [3] 29/24 32/2 38/18
written [9] 3/19 14/7 23/14 23/16 23/17 33/18 41/24 41/25 46/14
wrong [1] 36/18
wrongful [1] 42/20
wrote [1] 28/1

Y

year [5] 4/12 18/13 26/20 28/1 45/22
years [1] 32/15
yes [31] 3/4 3/9 3/12 3/25 4/5 4/6 8/13 10/5 12/13 15/23 16/4 16/4 24/9 25/4 28/6 28/10 28/14 32/24 33/13 34/2 35/16 35/17 37/12 37/13 37/23 38/7 45/13 47/4 47/6 47/8 47/13
yet [2] 8/16 27/16
you [120]
you'll [4] 14/11 31/9 36/6 38/10
young [2] 26/22 34/21
your [112]

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LANCASTER	)	SIXTH JUDICIAL CIRCUIT
	)	
Josh Hammond,	)	
	)	
Plaintiff,	)	**AFFIDAVIT OF RICHARD TOD HAMMOND IN OPPOSITION TO MOTION FOR SUMMARY JUDGEMENT**
	)	
v.	)	
	)	
Richard Tod Hammond,	)	
	)	
Defendant / Third Party Plaintiff,	)	**Civil Action No.: 2014-CP-29-00442**
	)	
v.	)	
	)	
Titan Logging, LLC,	)	
	)	
Third-Party Defendant.	)	

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Personally appeared before me, Richard Tod Hammond, who being duly sworn, states, in opposition to the Plaintiff's Motion for Summary Judgment, states as follows:

My parents divorced when I was 2-3years old and I was placed with my father and unfortunately education was not a priority, and I cannot read and write very well. I have relied on family and friends for their assistance with all paperwork involved in my business, Hammond Land Clearing.

I started Hammond Land Clearing in 1988, the same year my son, Josh Hammond was born. At the time my business was started I had purchased several pieces of equipment. In late 2006, after his graduating high school, Josh started working for me at Hammond Land Clearing on a full time basis. At that time, Lindsay Plyler McMackin was working in the office for me. Josh primarily operated equipment, but would also assist Lindsay in the office with various paperwork; as I wanted to familiarize him with all the aspects of the business.

In the summer of 2008, Josh moved to the beach to live with his mother, Rhonda Brewer. Rhonda encouraged Josh to work for his stepfather, Brad Brewer; of which didn't work out. Josh then worked another job at the beach, of which also didn't work out for him, he then returned to work for me at Hammond Land Clearing, building pads for turkey barns at that time. In approximately the middle of 2009, I began logging timber on a full time basis and Josh continued to work for me at Hammond Land Clearing.

On April 13, 2012 Josh left to go on a cruise for vacation, once he returned from his vacation Josh paid a $2300.00 alcohol tab with my company credit card; and he didn't come back to work for me until August 6, 2012. During the months between April and August 2012, Josh refused to help get logging equipment back to the shop, one piece of equipment had been loaned out by Josh and was not recovered until months later. Basically, Josh had quit working and all he wanted to do was party. At

one point I called his mother, Rhonda Brewer, and asked her to speak with him to see if she could get him to straighten up, which didn't help.

Josh eventually returned to work for me, and worked until May 7, 2013 at which time he left on a cruise again. When he returned from this trip, he didn't come back to work for me at that time, he sold his Corvette, of which none of those funds were deposited into any of Hammond Land Clearing's bank accounts. Josh had said he was mad because he didn't like working on a particular tract of land we were cutting, he left the job and left equipment sitting at that jobsite. When he returned from the cruise in May, 2013, he eventually returned to the jobsite he had left (job was for Danny McKittrick) and he did finish the job. Once he finished that job, he had them write the check payable to Josh Hammond of which was on 6/5/13 for $6,300.00. After finishing this job with McKittrick Timber, Josh took several pieces of equipment owned by Hammond Land Clearing without consulting me and proceeded to do work for Griggs Forestry in Patrick, SC, this is a wood dealer that I/Hammond Land Clearing had been cutting for, for the past several months at that time. Josh cut timber for Griggs Forestry from June 2013 until September 2013, at which time he had a disagreement with Grigg's about damage to a piece of equipment he had borrowed, Josh then started cutting for Keels Land & Timber in Timmonsville, SC. Josh's stepfather, Brad Brewer, was working with Josh from June 2013 until October 2013; at which time, Josh & Brad had a disagreement and Josh then started calling me back, said he needed my help to finish a job. I started helping Josh in Timmonsville, SC around late October or early November 2013, of which I was under the assumption that the money and expenses would be halved between the two companies, this never happened; Josh had all the checks made out to his company and only reimbursed me/Hammond Land Clearing for a couple hundred dollars.

In December 2013, Keels Land & Timber didn't have any wood for us to cut, so I called Grigg's Forestry and worked some things out with them for Hammond Land Clearing to start cutting for them again. We cut for them for about a month and Josh would not split the money with me, even though I/Hammond Land Clearing was paying for at least half of all expenses and we were using my/Hammond Land Clearings equipment, so once again Josh got mad and moved back to the beach.

Since 2007, Josh has had access to all of my personal and business funds; Josh paid for his truck, four wheeler, vehicle insurance and other expenses out of Hammond Land Clearing accounts. I had at one point, in approximately 2009 or 2010, offered Josh a part in the company, I had my tax consultant, Brian Watts, draw up paperwork for Josh & I to become partners in the business of Hammond Land Clearing and Josh would never go and sign the papers. Josh had also lived in a rental house owned by me from 2006 until May 2013, of which Josh paid no rent and all the expenses and utilities of that house were paid for by Hammond Land Clearing. When Josh had moved back to the beach, he never removed his personal items from the house, so I continued to maintain and pay the expenses on the house, even while he was away. Josh to date, still hasn't removed items from the house, I am currently still maintaining the house.

The checking account that Hammond Land Clearing used was in Josh Hammond's name but as a DBA for Hammond Land Clearing. The previous account was in Tod Hammond DBA Hammond Land Clearing but after Josh Hammond began working full time and the business switched banks Josh's name was put on the account. This account was used for business expenses, payroll, equipment purchases and personal expenses for the family. After Josh Hammond came on full time with the company, I decided to buy more equipment to grow the logging side of the business. The equipment in question for this lawsuit was purchased with down payments from the Hammond Land Clearing checking account. Loans were taken out in Josh Hammond's name at the request and direction of me. I wanted to help Josh Hammond establish his credit and get loans in his name. The payments of the loans were made by the Hammond Land Clearing checking account. One loan was secured with Collateral in the form of Bank Certificates of Deposits (CD's) belonging to Josh Hammond and Nancy Hinson whom is my mother and Josh's grandmother. I personally approached Nancy about the loan

and the understanding was that Hammond Land Clearing was to make the payments to pay off the loan.

The large equipment in question includes a 2004 Tigercat 720D Cutter that was purchased on June 11, 2009. The contract of sale from Tidewater Equipment Company in Brunswick, Georgia was to Hammond Land Clearing and signed by Josh Hammond. The loan was signed by Josh Hammond and Nancy Hinson, and the monthly payments being made by Hammond Land Clearing checking account until Josh Hammond left the company in 2013. The 2004 Tigercat 724D Cutter was purchased by Hammond Land Clearing December 6, 2011 and signed for by Josh Hammond. Payments were made from the Hammond Land Clearing checking account for the Tigercat 724D until Josh Hammond left the company in 2013.

Various other equipment is owned by Hammond Land Clearing including other tools for logging, loaders, skidders, and trailers and trucks which are titled to Tod Hammond or Hammond Land Clearing including the following: a 1994 Mack Truck Vin#1M2P267Y5RM020690 with title in Hammond Land Clearing Name, a 1998 Evans Log Trailer VIN# 1J9G142B8W100345, a 1999 Evans Log Trailer VIN# 1J9G142B2X1003489 both titled in Richard Tod Hammond's name, a 1989 Trail King Trailer VIN# 1TKJ04227KM064213 titled to Hammond Land Clearing, two John Deere 850C Dozers were purchased by Tod Hammond from Callahan Grading and Hauling LLC in 2007, 2004 Tigercat 620C skidder and a 1999 Tigercat 630 skidder. I insured the equipment used by Hammond Land Clearing, of which I also claimed the business on my taxes from 2009 through 2013 and had established the federal tax ID number for Hammond Land Clearing which is 57-0921763.

I SOLEMNLY AFFIRM OR SWEAR that the contents of this affidavit are known to me and are true and correct, so help me God.

Richard Tod Hammond

August 18, 2015

Lancaster, South Carolina

Subscribed and sworn to me by Richard Tod Hammond this 18th day of August, 2015.

Jice B. Gurley
NOTARY PUBLIC for SC
My commission expires: 1/12/2022

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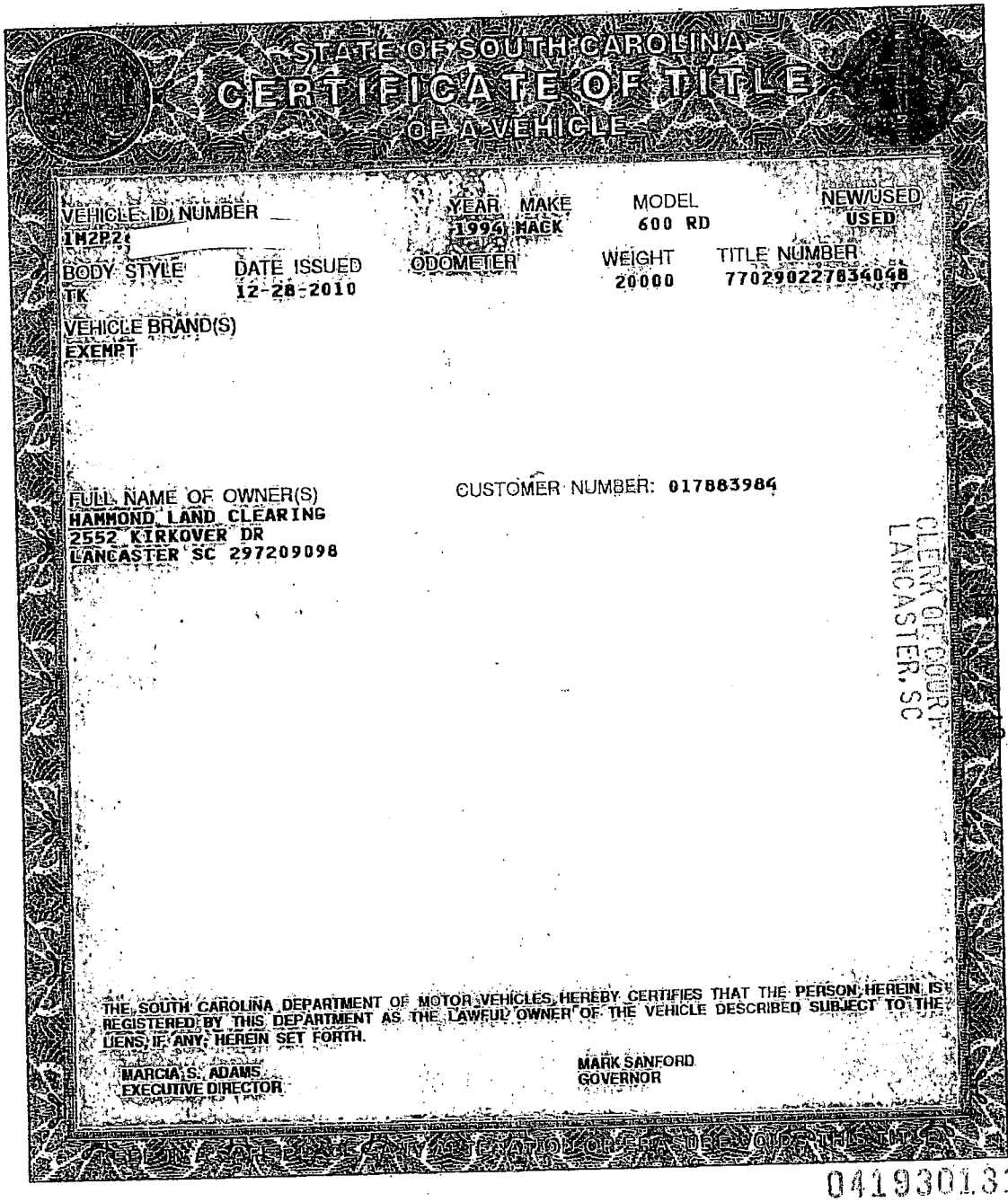

STATE OF SOUTH CAROLINA

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE ID NUMBER
1M2P2

YEAR: 1994
MAKE: MACK
MODEL: 600 RD
NEW/USED: USED

BODY STYLE: TK
DATE ISSUED: 12-28-2010
ODOMETER:
WEIGHT: 20000
TITLE NUMBER: 770290227834048

VEHICLE BRAND(S)
EXEMPT

FULL NAME OF OWNER(S)
HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER SC 297209098

CUSTOMER NUMBER: 017883984

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

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LANCASTER, SC

041930131

white log Trailer

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1J9G142B[redacted]	1998	EVA	H116	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	09-21-2009		12500	770120210163677B

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S) CUSTOMER NUMBER: 023620836
HAMMOND, RICHARD TOD
2552 KIRKOVER DR
LANCASTER SC 297209098

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

/S/ MARK SANFORD
GOVERNOR

040631748

S14FZ0122A

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1J9G142	1999	EVA	HI16	USED

BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	09-21-2009		12000	770120210164121B

VEHICLE BRAND(S)
ACTUAL MILEAGE

FULL NAME OF OWNER(S)
HAMMOND, RICHARD TOD
2552 KIRKOVER DR
LANCASTER SC 297209098

CUSTOMER NUMBER: 023620836

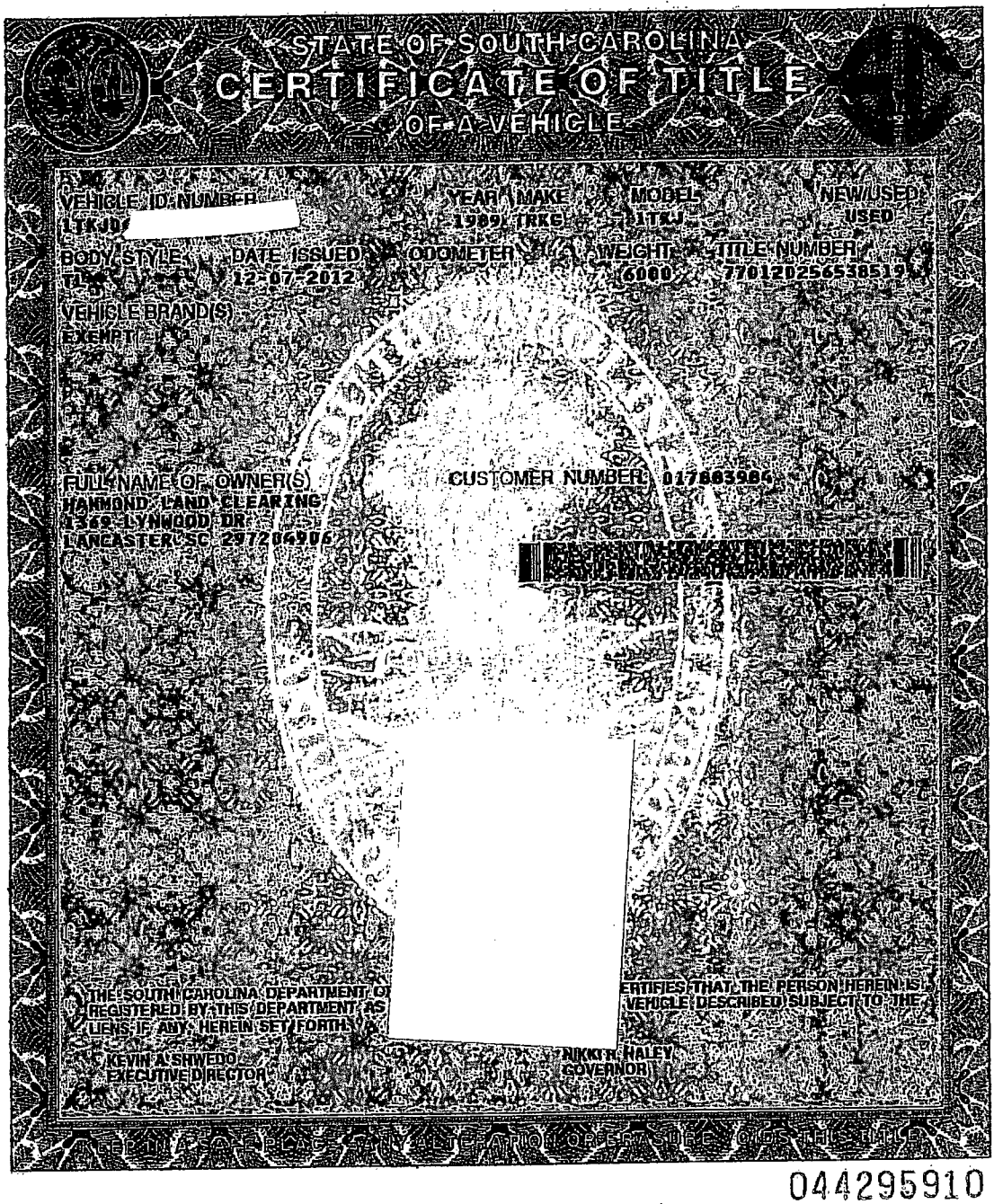
THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

FLORIDA SAN BOND COUNTY CERTIFICATE OF TITLE

04063174?



STATE OF SOUTH CAROLINA

CERTIFICATE OF TITLE

OF A VEHICLE

VEHICLE ID NUMBER: 1TKJ0[redacted]

YEAR: 1989 | MAKE: TRKG | MODEL: 21TKJ | NEW/USED: USED

BODY STYLE: TK | DATE ISSUED: 12-07-2012 | ODOMETER: | WEIGHT: 6000 | TITLE NUMBER: 770120256538519

VEHICLE BRAND(S):

EXEMPT:

FULL NAME OF OWNER(S): CUSTOMER NUMBER: 017803984

HAMMOND LAND CLEARING

3349 LYNWOOD DR

LANCASTER SC 297204906

[redacted]

THE SOUTH CAROLINA DEPARTMENT OF [redacted] ERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

KEVIN A SHWEDO
EXECUTIVE DIRECTOR

NIKKI R. HALEY
GOVERNOR

044295910

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

CONTRACT OF SALE

SOLD TO Hammond Land Clearing
2552 Kirkover Drive
Lancaster, SC
COUNTY Lancaster PHONE 803-287-4384
Deliver to #9 to Lancaster Lee Hwy → R #200 → L Linwood Dr → L New Hope Rd → R → L @ Shadbord Rds → R (Dirt)
SSN _____ Birthdate _____

SELLING BRANCH Pelkton, NC
704-272-7685
DATE June 3, 2009
Salesman Mac McLaurin 910 610 7029
Payment method Customer Bank Finance
Delivery date Keys in tractor
Insurance _____

QUANTITY	DESCRIPTION	TOTAL
1	2004 TigerCat 720D S/N 7203890	#75,000.00
	Cummins Tier II 174 HP engine	
	TigerCat 5500 Saw Head	
	24.5L X 32 Tires w/ Dual rings	
	Joystick Controls, A/C	
	Demo Agreement	
	Customer agrees to pick up & return tractor	
	to Pelkton if no purchase agreement has	
	been reached after 12-15 hours	
	2525 Hours @ Start	

By executing this Equipment Order form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

Witness _____

PURCHASER Hammond Land Clearing
By: _____
Printed name Josh Hammond
Date 6/3/09

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

Cutter ✓ 720D

CONTRACT OF SALE

SOLD TO Josh Hammond Land Clearing
2552 Kirkover Drive
Lancaster, SC 29720
COUNTY Lancaster PHONE 803.287.4384

SELLING BRANCH Pelkton, NC
704.272.7685

DATE June 11, 2009
Salesman Mac McLaurin 910 610 7629
Payment method First Citizens / Customer Ck
Delivery date
Insurance

Deliver to
SSN Birthdate

QUANTITY	DESCRIPTION	TOTAL
1	2004 Tigercat 720D s/n 7203B90	$70,000.00
	Cummins Tier II 174 HP engine	
	Tigercat 5500 Saw Head	
	24.5 L x 32 Tires	
	CK# 4332510 First Citizens	50,000.00
	Deposit July 10 Customer Ck # 1777	6,666.67
	Aug. 10 " " # 1778	6,666.67
	Sept. 11 " " # 1779	6,666.67
	Balance as of Sept. 11, 2009	0
	Sold "As Is"	

By executing this Equipment Order form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

Witness Mac

PURCHASER Hammond Land Clearing
By: Josh Hammond
Printed name Josh Hammond
Date 6/11/09

Bill out

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116 Brunswick, GA 31521

OFFER TO PURCHASE

FAXED 12-29-11

Buyer Hammond Land Clearing
2552 Kiowa Dr
Lancaster, SC 29720

Selling Branch Tidewater, JR

County _____ Phone _____

Date 12-6-11

Deliver to _____

Salesman Tim Tennis

Payment method _____

#45980

Delivery date _____

SSN _____ DOB _____

Insurance _____

QUANTITY	DESCRIPTION	TOTAL
	SO# 111197D	
1	Used (2004) 724D Tigercat w/ 5702 Saw Head/ 30"x32" Tires (SN. 7240651)	65,000.00
	AS-Is. Bal.	$ 65,000.00

As of the date of this Agreement, the hour meter reading of this machine is _____. If for any reason, Buyer does not complete the purchase of this machine, (he (or it) agrees to reimburse Tidewater for all additional hours of operation of the machine. Buyer agrees to pay Tidewater $_____ per hour for all additional hours, at the time the machine is returned to Tidewater.

By executing this Equipment Order form and Offer to Purchase, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AND INTEGRAL PART OF THIS OFFER TO PURCHASE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

WITNESS _____

BUYER Hammond Land Clearing

By: _____

Printed name Josh Hammond

Date 12-6-11

Tidewater Equipment

2004 TigerCat 620C
S/N: 6200569

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

CONTRACT OF SALE

SOLD TO Hudson Log Loading
1369 Lyons Cir
Lincolnton, GA 30817
COUNTY Lincoln PHONE 706-359-4354
Deliver to
SSN Birthdate

SELLING BRANCH Tifton, GA
912 382 6250
DATE June 14, 2010
Salesman Mac Thomas 706 607 3119
Payment method
Delivery date
Insurance

QUANTITY	DESCRIPTION	TOTAL
1	2004 TigerCat 620C Log Skidder, s/n 6200569	$95,000.00
	Cummins QSB 6.7L 325HP 4CYL Engine	
	2 Speed Carlisle 14.9 x 24 Tires	
	Hydraulic Winch & Line	
	20.5 x 32 Tire Chains, Axle Mounted	
	(Discount	12,000.00)
	(Cash Deal	4,000.00)
	Total Amt	$79,000.00

By executing this Equipment Order Form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

PURCHASER Hudson Log Loading

Witness

By:

Printed name

Date

JH000073

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

Skidder 630

CONTRACT OF SALE

SOLD TO Josh Hammond
Hammond Land Clearing
2552 Kirk Dr
Lancaster, SC 29720

COUNTY _____ PHONE _____

Deliver to _____

_____

_____

SSN _____ Birthdate _____

SELLING BRANCH Hamberg, SC

DATE 2-12-09

Salesman Tom Jennings

Payment method _____

Delivery date _____

Insurance _____

QUANTITY	DESCRIPTION	TOTAL
1	Used (1999) 630J Tigercat Skidder	30,000
	30.5 X 32 Tire	
	SN 6300524	
	Tool stored at this piece of equip. Price to include	
	Lesa Track 450 Timken Jack	10,000
	CE4593	20,000
		17,500
	(Fender will be over Customer)	

By executing this Equipment Order form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

Witness _____

PURCHASER Hammond Land Clearing

By: _____

Printed name _____

Date _____

☐ CORRECTED (if checked)

PAYER S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Carolina Timberlands, Inc. PO Box 1654 Lancaster, SC 29720 803-285-7555	$	2009 Form 1099-MISC	
	2 Royalties $		
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S Federal identification number: 57 / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name Todd Hammond dba Hammond's Land Clearing	7 Nonemployee compensation $ 147627.81	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Street address (including apt. no.)	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐	10 Crop insurance proceeds $	
City, state, and ZIP code: Lancaster, SC 29720	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC (Keep for your records.) Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
WILLIAMS FOREST PRODUCTS INC P O BOX 11308 ROCK HILL SC 29731 Telephone: 803-980-8940	$ 2 Royalties $ 3 Other income $	2009 Form 1099-MISC 4 Federal income tax withheld $	Copy B For Recipient
PAYER'S Federal identification number: 56-2090384 / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address, city, state, and ZIP code: Tod Hammond DBA Hammond Land Clearing 2552 Kirkover Dr Lancaster SC 29720	7 Nonemployee compensation $ 201547.03 9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐ 11	8 Substitute payments in lieu of dividends or interest $ 10 Crop insurance proceeds $ 12	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
C. R. JACKSON, INC. PO BOX 8023 COLUMBIA, SC 29202 (803)750-6070	$	2010	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient

PAYER'S federal identification number	RECIPIENT'S identification number	5 Fishing boat proceeds	6 Medical and health care payments	
57		$	$	

RECIPIENT'S name, address, and ZIP code	7 Nonemployee compensation	8 Substitute payments in lieu of dividends or interest	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
HAMMOND LAND CLEARING 2552 KIRKOVER DRIVE LANCASTER, SC 29720	$ ✓ 19843.00	$	
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	

15a Section 409A deferrals	15b Section 409A income	16 State tax withheld	17 State/Payer's state no.	18 State income
$	$	$ $		$ $

Form **1099-MISC** (keep for your records) 38-2099803 Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
WILLIAMS FOREST PRODUCTS INC P O BOX 11308 ROCK HILL SC 29731 Telephone: 803-980-8940	$	2010	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S Federal identification number: 56-2090384 / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address, city, state, and ZIP code: Tod Hammond DBA Hammond Land Clearing 2552 Kirkover Dr Lancaster SC 29720	7 Nonemployee compensation $ 8815.50	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State Income $ $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service

Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN) , individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. If your net income from self-employment is $400 or more, you must file a return and compute your SE tax on Schedule SE (Form 1040). See Pub. 334 for more information. If no income or social security and Medicare taxes were withheld and you are still receiving these payments, see Form 1040-ES. Individuals must report these amounts as explained in the box 7 instructions on this page. Corporations, fiduciaries, or partnerships must report the amounts on the proper line of their tax returns.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Boxes 1 and 2. Report rents from real estate on Schedule E (Form 1040). However, report rents on Schedule C or C-EZ (Form 1040) if you provided significant services to the tenant, sold real estate as a business, rented personal property as a business, or you and your spouse elected to be treated as a qualified joint venture. Report royalties from oil, gas, or mineral properties on Schedule E (Form 1040). However, report payments for a working interest as explained in the box 7 instructions. For royalties on timber, coal, and iron ore, see Pub. 544.

Box 3. Generally, report this amount on the "Other income" line of Form 1040 and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income. See Pub. 525. If it is trade or business income, report this amount on Schedule C, C-EZ, or F (Form 1040).

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold at a 28% rate if you did not furnish your taxpayer identification number. See Form W-9 and Pub. 505 for more information. Report this amount on your income tax return as tax withheld.

Box 5. An amount in this box means the fishing boat operator considers you self-employed. Report this amount on Schedule C or C-EZ (Form 1040). See Pub. 334.

Box 6. For individuals, report on Schedule C or C-EZ (Form 1040).

Box 7. Shows nonemployee compensation. If you are in the trade or business of catching fish, box 7 may show cash you received for the sale of fish. If payments in this box are SE income, report this amount on Schedule C, C-EZ, or F (Form 1040), and complete Schedule SE (Form 1040). You received this form instead of Form W-2 because the payer did not consider you an employee and did not withhold income tax or social security and Medicare tax. If you believe you are an employee and cannot get the payer to correct this form, report the amount from box 7 on Form 1040, line 7 (or Form 1040NR, line 8). You must also complete Form 8819 and attach it to your return.

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Form 1040.

Box 9. If checked, $5,000 or more of sales of consumer products was paid to you on a buy-sell, deposit-commission, or other basis. A dollar amount does not have to be shown. Generally, report any income from your sale of these products on Schedule C or C-EZ (Form 1040).

Box 10. Report this amount on line 8 of Schedule F (Form 1040).

Box 13. Shows your total compensation of excess golden parachute payments subject to a 20% excise tax. See the Form 1040 instructions for where to report.

Box 14. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 15a. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A, plus any earnings on current and prior year deferrals.

Box 15b. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. This amount is also included in box 7 as nonemployee compensation. Any amount included in box 15a that is currently taxable is also included in this box. This income is also subject to a substantial additional tax to be reported on Form 1040. See "Total Tax" in the Form 1040 instructions.

Boxes 16-18. Shows state or local income tax withheld from the payments.

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
FRAZIER LAND & TIMBER, INC P O BOX 89 WINNSBORO, SC 29180	$	**2010**	
	2 Royalties $	Form **1099-MISC**	
	3 Other income $	4 Federal income tax withheld $	**Copy B For Recipient**
PAYER'S federal identification number: 57-0896218 / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, address, and ZIP code HAMMOND LAND CLEARING P O BOX 2365 LANCASTER, SC 29720	7 Nonemployee compensation $ 13667.73	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form **1099-MISC** (keep for your records) Department of the Treasury - Internal Revenue Service

PAYER'S name, street address, city, state, and ZIP code
Williams Forest Products, Inc.
PO BOX 11308
Rock Hill, SC 29731
803-980-8940

PAYER'S Federal Tax ID: 56-2090384

RECIPIENT'S identification No.:

RECIPIENT'S Name and Address:
Hammond Land Clearing
2552 Kirkover Drive
Lancaster, SC 29720

Account Number: MHLC

15a Sec 409A deferrals: $ 0.00

15b Sec 409A income: $ 0.00

1 Rents	$ 0.00
2 Royalties	$ 0.00
3 Other Income	$ 0.00
4 Fed income tax withheld	$ 0.00
5 Fishing boat proceeds	$ 0.00
6 Med & health care pmts	$ 0.00
7 Nonemployee Compensation	$ 217863.64
8 Pmts in lieu of Div or Int	$ 0.00
9 Payer made direct sales of $5000 or more of consumer products to a buyer (recipient) for resale	☐
10 Crop Insurance proceeds	$ 0.00
13 Excess Golden Par Pmts	$ 0.00
14 Gross paid to an attorney	$ 0.00
16 State tax withheld	
17 State/Payer's state no.	
18 State income	

OMB No. 1545-0115

2011

1099-MISC

Miscellaneous Income

Copy B For Recipient

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form 1099-MISC (Keep for your records.) Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, and ZIP code
Williams Forest Products, Inc.
PO BOX 11308
Rock Hill, SC 29731
803-980-8940

PAYER'S Federal Tax ID: 56-2090384

RECIPIENT'S identification No.: 248173212

RECIPIENT'S Name and Address:
Hammond Land Clearing
2552 Kirkover Drive
Lancaster, SC 29720

Account Number: MHLC

15a Sec 409A deferrals: $ 0.00

15b Sec 409A income: $ 0.00

1 Rents	$ 0.00
2 Royalties	$ 0.00
3 Other Income	$ 0.00
4 Fed income tax withheld	$ 0.00
5 Fishing boat proceeds	$ 0.00
6 Med & health care pmts	$ 0.00
7 Nonemployee Compensation	$ 217863.64
8 Pmts in lieu of Div or Int	$ 0.00
9 Payer made direct sales of $5000 or more of consumer products to a buyer (recipient) for resale	☐
10 Crop Insurance proceeds	$ 0.00
13 Excess Golden Par Pmts	$ 0.00
14 Gross paid to an attorney	$ 0.00
16 State tax withheld	
17 State/Payer's state no.	
18 State income	

OMB No. 1545-0115

2011

1099-MISC

Miscellaneous Income

Copy 2 To be filed with recipient's state income tax return, when required.

Form 1099-MISC Department of the Treasury - Internal Revenue Service

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☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
CANAL WOOD LLC 2430 NORTH MAIN ST PO BOX 260010 CONWAY SC 29528-6010	$	2011	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number 57-1110464	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code HAMMOND LAND CLEARING P O BOX 2365 LANCASTER SC 29720		7 Nonemployee compensation 226087.53 $	8 Substitute payments in lieu of dividends or interest $
		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐	10 Crop insurance proceeds $
		11	12
Account number (see instructions) 181102		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.
		$	18 State income $
			$

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form **1099-MISC** (keep for your records) Department of the Treasury - Internal Revenue Service

FORM # 1 MISCREC

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents	OMB No. 1545-0115	Miscellaneous Income
FRAZIER LAND & TIMBER, INC P O BOX 89 WINNSBORO, SC 29180		$	**2011**	
		2 Royalties $	Form **1099-MISC**	
		3 Other income $	4 Federal income tax withheld $	**Copy B For Recipient**
PAYER'S federal identification number 57-0896218	RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, address, and ZIP code HAMMOND LAND CLEARING P O BOX 2365 LANCASTER, SC 29720		7 Nonemployee compensation $ 185695.33	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
		11	12	
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form **1099-MISC** (keep for your records) Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Griggs Forestry Services, LLC 17741 Highway 102 Patrick, SC 29584 843-498-9190	$ 2 Royalties $	2013 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number: 51-0653250 / RECIPIENT'S identification number	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code Todd Hammond and/or Hammond Land Clearing 2552 Kirkover Dr. Lancaster, SC 29720	7 Nonemployee compensation 85790.52 $	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐	10 Crop insurance proceeds $	
	11 Foreign tax paid $	12 Foreign country or U.S. possession	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $ / 15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC LMB (keep for your records) 5111 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

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[redacted]

Richard T Hammond
2552 Kirkover Dr
Lancaster, SC 29720

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LANCASTER, SC

Enclosed you will find your Federal and State income tax returns, based on the information you provided. Each return is to be filed with the appropriate tax office. An additional copy has been furnished for your records. Please review and sign each return prior to mailing.

If you have any questions about your returns, please feel free to give us a call. We are available throughout the year should you require further assistance. Thank you for allowing us to be of service.

Privacy Statement

As our client, your privacy is important to us; therefore, we have adopted the following Privacy Policy.

We collect nonpublic personal information about you from various sources, including the following:

* Information we receive from interviews regarding your tax situation;

* Information we receive on applications, organizers, or by other means, such as your name, address, telephone number, social security number, dependents, income and other tax-related data;

* Information from tax-related documents you provide that are required to process tax returns, such as Form's W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions, etc.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as requested by our customers or as required by law.

We restrict access to nonpublic personal information concerning you, except to employees who need access to such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about our Privacy Policy, please contact us.

Department of the Treasury - Internal Revenue Service

Form 1040 U.S. Individual Income Tax Return 2009

(99) IRS Use Only-Do not write or staple in this space.

OMB No. 1545-0074

Label (See instructions on page 14.) Use the IRS label. Otherwise, please print or type.

For the year Jan. 1-Dec. 31, 2009, or other tax year beginning , 2009, ending , 20

Your first name and initial	Last name	Your social security number
RICHARD T	HAMMOND	[redacted]
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
		[redacted]

Home address (number and street). If you have a P.O. box, see page 14. Apt. no.

▲ You must enter your SSN(s) above. ▲

City, town or post office, state, and ZIP code. If you have a foreign address, see page 14.

SC 29720

Presidential Election Campaign ▶ Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 14) ▶

Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single

2 ☐ Married filing jointly (even if only one had income)

3 ☒ Married filing separately. Enter spouse's SSN above and full name here. ▶ LINDSAY PLYLER

4 ☐ Head of household (with qualifying person). (See page 16.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5 ☐ Qualifying widow(er) with dependent child (see page 16)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a

b ☐ **Spouse**

Boxes checked on 6a and 6b: 1

No. of children on 6c who:
- lived with you: 1
- did not live with you due to divorce or separation (see page 18):

Dependents on 6c not entered above:

Add numbers on lines above ▶: 2

c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Check if qualifying child for child tax credit (see pg 17)
HUNTER HAMMOND	[redacted]	SON	☒
			☐
			☐
			☐

If more than four dependents, see page 17 and check here ▶ ☐

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 22.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	**Taxable** interest. Attach Schedule B if required		8a	5,238
b	**Tax-exempt** interest. **Do not** include on line 8a	8b 2,000		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends (see page 22)	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes (see page 23)		10	482
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	14,129
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount (see page 24)	15b	
16a	Pensions and annuities 16a	b Taxable amount (see page 25)	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	1,760
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation in excess of $2,400 per recipient (see page 27)		19	
20a	Social security benefits 20a	b Taxable amount (see page 27)	20b	
21	Other income		21	
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income** ▶		22	21,609

Adjusted Gross Income

23	Educator expenses (see page 29)	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	One-half of self-employment tax. Attach Schedule SE	27	998	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction (see page 30)	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction (see page 31)	32		
33	Student loan interest deduction (see page 34)	33		
34	Tuition and fees deduction. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 31a and 32 through 35		36	998
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37	20,611

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	20,611
	39a	Check if: ☐ You were born before January 2, 1945, ☐ Blind. ☐ Spouse was born before January 2, 1945, ☐ Blind. } Total boxes checked ▶ 39a ☐		
Standard Deduction for— • People who check any box on line 39a, 39b, or 40b or who can be claimed as a dependent, see page 35. • All others: Single or Married filing separately, $5,700 Married filing jointly or Qualifying widow(er), $11,400 Head of household, $8,350	b	If your spouse itemizes on a separate return or you were a dual-status alien, see pg 35 and check here ▶ 39b ☐		
	40a	**Itemized deductions** (from Schedule A) or your **standard deduction** (see left margin)	40a	12,812
	b	If you are increasing your standard deduction by certain real estate taxes, new motor vehicle taxes, or a net disaster loss, attach Schedule L and check here (see page 35) ▶ 40b ☐		
	41	Subtract line 40a from line 38	41	7,799
	42	**Exemptions.** If line 38 is $125,100 or less and you did not provide housing to a Midwestern displaced individual, multiply $3,650 by the number on line 6d. Otherwise, see page 37	42	7,300
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	499
	44	**Tax** (see page 37). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972	44	49
	45	**Alternative minimum tax** (see page 40). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	49
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 29 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit (see page 42) — 51: 49		
	52	Credits from Form: a ☐ 8396 b ☐ 8839 c ☐ 5695 — 52		
	53	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53		
	54	Add lines 47 through 53. These are your **total credits**	54	49
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	1,996
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59	Additional taxes: a ☐ AEIC payments b ☐ Household employment taxes. Attach Sch. H	59	
	60	Add lines 55 through 59. This is your **total tax** ▶	60	1,996
Payments	61	Federal income tax withheld from Forms W-2 and 1099 — 61		
	62	2009 estimated tax payments and amount applied from 2008 return — 62		
If you have a qualifying child, attach Schedule EIC.	63	Making work pay and government retiree credits. Attach Schedule M — 63: 400		
	64a	**Earned income credit (EIC)** — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Form 8812 — 65: 951		
	66	Refundable education credit from Form 8863, line 16 — 66		
	67	First-time homebuyer credit. Attach Form 5405 — 67		
	68	Amount paid with request for extension to file (see page 72) — 68		
	69	Excess social security and tier 1 RRTA tax withheld (see page 72) — 69		
	70	Credits from Form: a ☐ 2439 b ☐ 4136 c ☐ 8801 d ☐ 8885 — 70		
	71	Add lines 61, 62, 63, 64a, and 65 through 70. These are your **total payments** ▶	71	1,351
Refund Direct deposit? See page 73 and fill in 73c, 73e, and 73d, or Form 8888.	72	If line 71 is more than line 60, subtract line 60 from line 71. This is the amount you **overpaid**	72	
	73a	Amount of line 72 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐	73a	
	▶ b	Routing number ▶c Type: ☐ Checking ☐ Savings		
	▶ d	Account number		
	74	Amount of line 72 you want **applied to your 2010 estimated tax** ▶ — 74		
Amount You Owe	75	**Amount you owe.** Subtract line 71 from line 60. For details on how to pay, see page 74 ▶	75	645
	76	Estimated tax penalty (see page 74) — 76		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see page 75)? ☐ Yes. Complete the following. ☒ No

Designee's name ▶ | Phone no. ▶ | Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See page 15. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		CONST	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	803-287-4374
		NURSE	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
	11-19-2013	☒	[redacted]

Firm's name (or yours if self-employed), address, and ZIP code: JW Watts Tax Service, 108 South White Street, LANCASTER SC 29720 — EIN 20-5818033 — Phone no. 803-283-851197

SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. 07

Name(s) shown on Form 1040

RICHARD T HAMMOND

Your social security number [redacted]

Medical and Dental Expenses		**Caution.** Do not include expenses reimbursed or paid by others.				
	1	Medical and dental expenses (see page A-1)		1	2,214	
	2	Enter amount from Form 1040, line 38	2 20,611			
	3	Multiply line 2 by 7.5% (.075)		3	1,546	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				4 668
Taxes You Paid (See page A-2.)	5	State and local (**check only one box**): a [ ] Income taxes, **or** b [X] General sales taxes		5	438	
	6	Real estate taxes (see page A-5)		6	1,594	
	7	New motor vehicle taxes from line 11 of the worksheet on page 2. Skip this line if you checked box 5b		7		
	8	Other taxes. List type and amount ▶		8		
	9	Add lines 5 through 8				9 2,032
Interest You Paid (See page A-6.)	10	Home mortgage interest and points reported to you on Form 1098		10	10,112	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-7 and show that person's name, identifying no., and address ▶		11		
Note. Personal interest is not deductible.	12	Points not reported to you on Form 1098. See page A-7 for special rules		12		
	13	Qualified mortgage insurance premiums (see page A-7)		13		
	14	Investment interest. Attach Form 4952 if required. (See page A-8.)		14		
	15	Add lines 10 through 14				15 10,112
Gifts to Charity If you made a gift and got a benefit for it, see page A-8.	16	Gifts by cash or check. If you made any gift of $250 or more, see page A-8		16		
	17	Other than by cash or check. If any gift of $250 or more, see page A-8. You **must** attach Form 8283 if over $500		17		
	18	Carryover from prior year		18		
	19	Add lines 16 through 18				19
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See page A-10.)				20
Job Expenses and Certain Miscellaneous Deductions (See page A-10.)	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-10.) ▶		21		
	22	Tax preparation fees		22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶		23		
	24	Add lines 21 through 23		24		
	25	Enter amount from Form 1040, line 38	25			
	26	Multiply line 25 by 2% (.02)		26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-				27
Other Miscellaneous Deductions	28	Other - from list on page A-11. List type and amount ▶				28
Total Itemized Deductions	29	Is Form 1040, line 38, over $166,800 (over $83,400 if married filing separately)? [X] **No.** Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40a. [ ] **Yes.** Your deduction may be limited. See page A-11 for the amount to enter.				29 12,812
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ [ ]				

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040. ▶ See instructions.

OMB No. 1545-0074

2009

Attachment Sequence No. **08**

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

		Amount
1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶		
PROTECTIVE LIFE		56
RICHARD W BLACKMON FAMILY		5,182
	1	
2 Add the amounts on line 1	2	5,238
3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4 Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	5,238

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

		Amount
5 List name of payer ▶	5	
6 Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2009, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account? See instructions for exceptions and filing requirements for Form TD F 90-22.1		
b	If "Yes," enter the name of the foreign country ▶		
8	During 2009, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ Partnerships, joint ventures, etc., generally must file Form 1065 or 1065-B.

▶ Attach to Form 1040, 1040NR, or 1041. ▶ See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. 09

Name of proprietor: RICHARD T HAMMOND

Social security number (SSN):

A Principal business or profession, including product or service (see page C-2 of the instructions): DOZIER WORK

B Enter code from pages C-8, 10, & 11 ▶

C Business name. If no separate business name, leave blank.: HAMMOND LAND CLEARING

D Employer ID number (EIN), if any: 57-0921763

E Business address (including suite or room no.) ▶

City, town or post office, state, and ZIP code: SC 29720

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2009? If "No," see page C-3 for limit on losses . . . [X] Yes [ ] No

H If you started or acquired this business during 2009, check here . . . ▶ [ ]

Part I Income

1	Gross receipts or sales. Caution. See page C-4 and check the box if: • This income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see page C-3 for limit on losses. ▶ [ ]	570,811
2	Returns and allowances	300
3	Subtract line 2 from line 1	570,511
4	Cost of goods sold (from line 42 on page 2)	21,650
5	Gross profit. Subtract line 4 from line 3	548,861
6	Other income, including federal and state gasoline or fuel tax credit or refund (see page C-4)	
7	Gross income. Add lines 5 and 6 ▶	548,861

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	70	18	Office expense	18	2,431
9	Car and truck expenses (see page C-4)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see page C-6):		
11	Contract labor (see page C-4)	11	48,323	a	Vehicles, machinery, and equipment	20a	15,168
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see page C-5)	13	163,107	21	Repairs and maintenance	21	111,538
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	16,767
15	Insurance (other than health)	15	19,178	23	Taxes and licenses	23	10,573
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b	6,248	b	Deductible meals and entertainment (see page C-6)	24b	208
17	Legal and professional services	17	2,400	25	Utilities	25	4,914
				26	Wages (less employment credits)	26	
				27	Other expenses (from line 48 on page 2)	27	133,807
28	Total expenses before expenses for business use of home. Add lines 8 through 27 ▶					28	534,732
29	Tentative profit or (loss). Subtract line 28 from line 7					29	14,129
30	Expenses for business use of your home. Attach Form 8829					30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see page C-7). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.					31	14,129
32	If you have a loss, check the box that describes your investment in this activity (see page C-7). • If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see the line 31 instructions on page C-7). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.					32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

Name(s) RICHARD T HAMMOND SSN [redacted]

Part III Cost of Goods Sold (see page C-8)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	21,650
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	21,650
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	21,650

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 on page C-5 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (year, month, day) ▶

44 Of the total number of miles you drove your vehicle during 2009, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? [ ] Yes [ ] No

46 Do you (or your spouse) have another vehicle available for personal use? [ ] Yes [ ] No

47 a Do you have evidence to support your deduction? [ ] Yes [ ] No

b If "Yes," is the evidence written? [ ] Yes [ ] No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

BANK FEES	6,036
UNIFORMS	2,016
FUEL	125,555
DUES	200

48 Total other expenses. Enter here and on page 1, line 27 . . . 48 133,807

SCHEDULE E
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See instructions for Schedule E (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. 13

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I **Income or Loss From Rental Real Estate and Royalties** **Note.** If you are in the business of renting personal property, use Schedule C or C-EZ (see page E-3). If you are an individual, report farm rental income or loss from **Form 4835** on page 2, line 40.

1 List the type and address of each **rental real estate property:**

A COMMERCIAL BLDG
LYNWOOD DR

B

C

2 For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of:
- 14 days or
- 10% of the total days rented at fair rental value?

(See page E-3.)

	Yes	No
A		X
B		
C		

Income:		Properties A	Properties B	Properties C	Totals (Add columns A, B, and C.)
3 Rents received	3	4,800			4,800
4 Royalties received	4				
Expenses:					
5 Advertising	5				
6 Auto and travel (see page E-4)	6				
7 Cleaning and maintenance	7				
8 Commissions	8				
9 Insurance	9				
10 Legal and other professional fees	10				
11 Management fees	11				
12 Mortgage interest paid to banks, etc. (see page E-5)	12				
13 Other interest	13				
14 Repairs	14				
15 Supplies	15				
16 Taxes	16	1,513			
17 Utilities	17				
18 Other (list) ▶	18				
19 Add lines 5 through 18	19	1,513			1,513
20 Depreciation expense or depletion (see page E-5)	20	1,634			1,634
21 Total expenses. Add lines 19 and 20	21	3,147			
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-5 to find out if you must file **Form 6198**	22	1,653			
23 Deductible rental real estate loss. **Caution.** Your rental real estate loss on line 22 may be limited. See page E-5 to find out if you must file **Form 8582.** Real estate professionals **must** complete line 43 on page 2	23	( )	( )	( )	
24 **Income.** Add positive amounts shown on line 22. **Do not** include any losses					1,653
25 **Losses.** Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here					( )
26 **Total rental real estate and royalty income or (loss).** Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2					1,653

For Paperwork Reduction Act Notice, see page E-8 of the instructions. EEA Schedule E (Form 1040) 2009

Name(s) shown on return. Do not enter name and social security number if shown on page 1. Your social security number [redacted]

RICHARD T HAMMOND

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which **any** amount is **not** at risk, you **must** check the box in column (e) on line 28 and attach **Form 6198.** See page E-1.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see page E-7 before completing this section. ☐ Yes ☐ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A					
B					
C					
D					

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					
b Totals	0				

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	( )
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	RICHARD W BLACKMON FAMILY TRUST	[redacted]
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A		107		
B				
34a Totals		107		
b Totals				

35	Add columns (d) and (f) of line 34a	35	107
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	107

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) – Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see page E-6)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from **Form 4835.** Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, & 40. Enter the result here & on Form 1040, ln 17, or Form 1040NR, ln 18 ▶	41	1,760
42	**Reconciliation of farming and fishing income.** Enter your **gross** farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see page E-8)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see page E-2), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

SCHEDULE SE (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

▶ Attach to Form 1040. ▶ See Instructions for Schedule SE (Form 1040).

OMB No. 1545-0074

2009

Attachment Sequence No. 17

Name of person with **self-employment** income (as shown on Form 1040)
RICHARD T HAMMOND

Social security number of person with **self-employment** income ▶ [redacted]

Who Must File Schedule SE

You must file Schedule SE if:

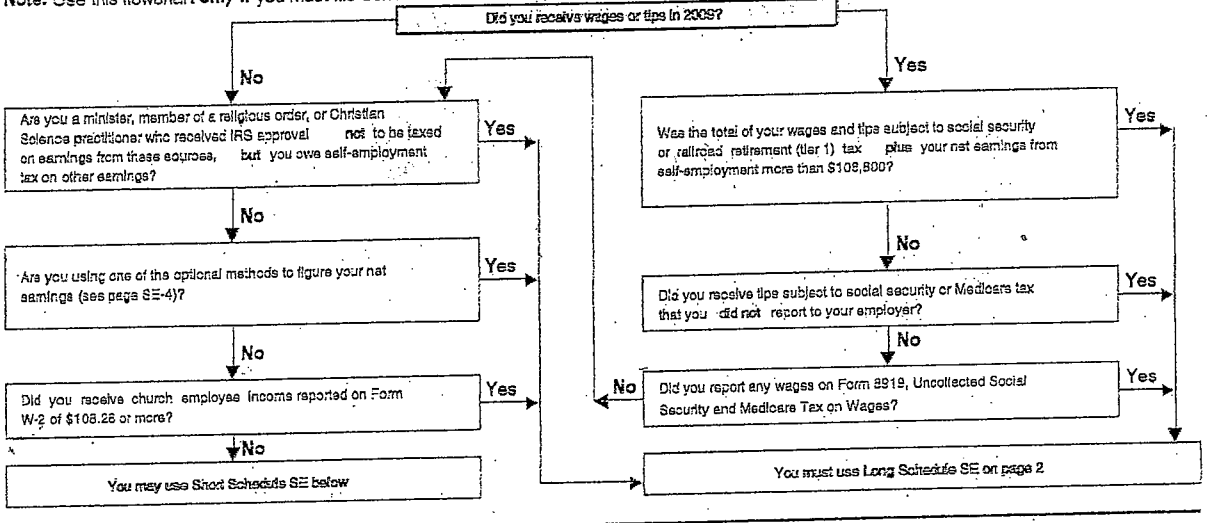
- You had net earnings from self-employment from **other than** church employee income (line 4 of Short Schedule SE or line 4c of Long Schedule SE) of $400 or more, **or**
- You had church employee income of $108.28 or more. Income from services you performed as a minister or a member of a religious order **is not** church employee income (see page SE-1).

Note. Even if you had a loss or a small amount of income from self-employment, it may be to your benefit to file Schedule SE and use either "optional method" in Part II of Long Schedule SE (see page SE-4).

Exception. If your only self-employment income was from earnings as a minister, member of a religious order, or Christian Science practitioner **and** you filed Form 4361 and received IRS approval not to be taxed on those earnings, **do not** file Schedule SE. Instead, write "Exempt-Form 4361" on Form 1040, line 56.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart **only if** you must file Schedule SE. If unsure, see Who Must File Schedule SE, above.



Section A – Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 36, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 6b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see page SE-1 for types of income to report on this line. See page SE-3 for other income to report	2	14,129
3	Combine lines 1a, 1b, and 2	3	14,129
4	**Net earnings from self-employment.** Multiply line 3 by 92.35% (.9235). If less than $400, do **not** file this schedule; you do not owe self-employment tax ▶	4	13,048
5	**Self-employment tax.** If the amount on line 4 is: • $106,800 or less, multiply line 4 by 15.3% (.153). Enter the result here and on **Form 1040, line 56.** • More than $106,800, multiply line 4 by 2.9% (.029). Then, add $13,243.20 to the result. Enter the total here and on **Form 1040, line 56**	5	1,996
6	**Deduction for one-half of self-employment tax.** Multiply line 5 by 50% (.5). Enter the result here and on **Form 1040, line 27**	6	998

Form **8812**

Additional Child Tax Credit

Department of the Treasury
Internal Revenue Service (99)

Complete and attach to Form 1040, Form 1040A, or Form 1040NR.

OMB No. 1545-0074

2009

Attachment Sequence No. **47**

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

Part I All Filers

1	**1040 filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51). **1040A filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33). **1040NR filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 47). If you used Pub. 972, enter the amount from line 8 of the worksheet on page 4 of the publication.		1	1,000
2	Enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 47		2	49
3	Subtract line 2 from line 1. If zero, **stop**; you cannot take this credit		3	951
4a	Earned income (see instructions)	4a 13,131		
b	Nontaxable combat pay (see instructions)	4b		
5	Is the amount on line 4a more than $3,000? ☐ **No.** Leave line 5 blank and enter -0- on line 6. ☒ **Yes.** Subtract $3,000 from the amount on line 4a. Enter the result	5 10,131		
6	Multiply the amount on line 5 by 15% (.15) and enter the result		6	1,520
	Next. Do you have three or more qualifying children? ☒ **No.** If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part II and enter the smaller of line 3 or line 6 on line 13. ☐ **Yes.** If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on line 13. Otherwise, go to line 7.			

Part II Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see instructions	7		
8	**1040 filers:** Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on the dotted line next to line 60. **1040A filers:** Enter -0-. **1040NR filers:** Enter the total of the amounts from Form 1040NR, line 53, plus any taxes that you identified using code "UT" and entered on the dotted line next to line 57.	8		
9	Add lines 7 and 8	9		
10	**1040 filers:** Enter the total of the amounts from Form 1040, lines 64a and 69. **1040A filers:** Enter the total of the amount from Form 1040A, line 41a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 44 (see instructions). **1040NR filers:** Enter the amount from Form 1040NR, line 63.	10		
11	Subtract line 10 from line 9. If zero or less, enter -0-		11	
12	Enter the **larger** of line 6 or line 11 **Next,** enter the **smaller** of line 3 or line 12 on line 13.		12	

Part III Additional Child Tax Credit

13	**This is your additional child tax credit**	13	951

Enter this amount on Form 1040, line 65, Form 1040A, line 42, or Form 1040NR, line 61.

Form 4562

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2009

Attachment Sequence No. 67

Department of the Treasury Internal Revenue Service (99)

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	250,000
2	Total cost of section 179 property placed in service (see instructions)	2	152,411
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	800,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions MFS.	5	125,000

(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6 STATEMENT # 3		108,550

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	108,550
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	108,550
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	122,679
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	108,550
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	6,431
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	96

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	40,544
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						7,486
b 5-year property STATEMENT 4						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year		40 yrs.	MM	S/L	

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	163,107
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2009
Attachment Sequence No. **67**

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6			

7	Listed property. Enter the amount from line 29	7		
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7		8	
9	Tentative deduction. Enter the smaller of line 5 or line 8		9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562		10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)		11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11		12	
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12 ▶	13		

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,634

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶		

Section B – Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C – Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	1,634
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Federal Supporting Statements	2009 PG01
Name(s) as shown on return: RICHARD T HAMMOND	Your Social Security Number: [redacted]

FORM 4562 - LINE 6

STATEMENT # 3

DESCRIPTION OF PROPERTY	COST	ELECTED COST
2004 TIGER CAT	70,000	70,000
1999 630 TIGERCAT	20,000	20,000
FREIGHTLINER	7,250	7,250
LOG TRAILER	2,300	2,300
LOG TRAILER	4,500	4,500
LOG TRAILER	4,500	4,500
TOTAL		108,550

FORM 4562 - LINE 19B

PG01

STATEMENT # 4

BASIS	RP	CV	METHOD	DEDUCTION
6,430	5	HY	200 DB	1,286
31,000	5	HY	200 DB	6,200
TOTAL				7,486

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 15 - INSURANCE

Description	Amount
WC INS	$ 911
GL	4,305
TRUCK AND EQUIPMENT INS	13,962
Total:	$ 19,178

SCHEDULE C, LINE 16 - INTEREST OTHER

Description	Amount
FFCU 2003 FORD DUALLY	$ 3,191
FIRST CITIZENS BANK BUILD MORTGAGE	3,057
Total:	$ 6,248

SCHEDULE C, LINE 17 - LEGAL AND PROFESSIONAL

Description	Amount
JW WATTS TAX SERVICE	$ 1,900
ATTORNEY FEES	500
Total:	$ 2,400

SCHEDULE C, LINE 23 - TAXES AND LICENSES

Description	Amount
REECE RD LAND	$ 457
1369 LYNWOOD DR SHOP	1,386
1990 CHEV	68
1985 TOYOTA	28
1990 TRAILER	26
HEAVY USE TAX AND SCDMV FEES	8,608
Total:	$ 10,573

SCHEDULE C, LINE 25 - UTILITIES

Description	Amount
CELL PHONE	$ 3,671
LCNGA	497
LCWSD	433
DUKE ENERGY	313
Total:	$ 4,914

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE A, LINE 6 - REAL ESTATE TAXES

Description	Amount
PERSONAL HOUSE	$ 1,366
LAND ONLY PHIL THURMAN DR	228
Total:	$ 1,594

SCHEDULE A, LINE 10 - HOME MTG INTEREST AND POINTS ON FORM 1

Description	Amount
GMAC	$ 10,112
Total:	$ 10,112

SCHEDULE M
(Form 1040A or 1040)
Department of the Treasury
Internal Revenue Service (99)

Making Work Pay and Government Retiree Credits

▶ Attach to Form 1040A, 1040, or 1040NR. ▶ See separate instructions.

OMB No. 1545-0074

2009
Attachment Sequence No. **166**

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

1a Important: See the instructions if you can be claimed as someone else's dependent or are filing Form 1040NR. Check the "No" box below and see the instructions if **(a)** you have a net loss from a business, **(b)** you received a taxable scholarship or fellowship grant not reported on a Form W-2, **(c)** your wages include pay for work performed while an inmate in a penal institution, **(d)** you received a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, or **(e)** you are filing Form 2555 or 2555-EZ.

Do you (and your spouse if filing jointly) have 2009 wages of more than $6,451 ($12,903 if married filing jointly)?

☐ **Yes.** Skip lines 1a through 3. Enter $400 ($800 if married filing jointly) on line 4 and go to line 5.

☒ **No.** Enter your earned income (see instructions) 1a 13,131

b Nontaxable combat pay included on line 1a (see instructions) 1b

2 Multiply line 1a by 6.2% (.062) 2 814

3 Enter $400 ($800 if married filing jointly) 3 400

4 Enter the **smaller** of line 2 or line 3 (unless you checked "Yes" on line 1a) 4 400

5 Enter the amount from Form 1040, line 38*, or Form 1040A, line 22 . . . . . 5 20,611

6 Enter $75,000 ($150,000 if married filing jointly) 6 75,000

7 Is the amount on line 5 more than the amount on line 6?

☒ **No.** Skip line 8. Enter the amount from line 4 on line 9 below.

☐ **Yes.** Subtract line 6 from line 5 7

8 Multiply line 7 by 2% (.02) 8

9 Subtract line 8 from line 4. If zero or less, enter -0- 9 400

10 Did you (or your spouse, if filing jointly) receive an economic recovery payment in 2009? You may have received this payment if you received social security benefits, supplemental security income, railroad retirement benefits, or veterans disability compensation or pension benefits (see instructions).

☒ **No.** Enter -0- on line 10 and go to line 11.

☐ **Yes.** Enter the total of the payments received by you (and your spouse, if filing jointly). Do not enter more than $250 ($500 if married filing jointly) 10 0

11 Did you (or your spouse, if filing jointly) receive a pension or annuity in 2009 for services performed as an employee of the U.S. Government or any U.S. state or local government from work **not** covered by social security? Do not include any pension or annuity reported on Form W-2.

☒ **No.** Enter -0- on line 11 and go to line 12.

☐ **Yes.**
- If you checked "No" on line 10, enter $250 ($500 if married filing jointly and the answer on line 11 is "Yes" for both spouses)
- If you checked "Yes" on line 10, enter -0- (exception: enter $250 if filing jointly and the spouse who received the pension or annuity did not receive an economic recovery payment described on line 10)

. . . . . 11 0

12 Add lines 10 and 11 12

13 Subtract line 12 from line 9. If zero or less, enter -0- 13 400

14 **Making work pay and government retiree credits.** Add lines 11 and 13. Enter the result here and on Form 1040, line 63; Form 1040A, line 40; or Form 1040NR, line 60 . . . . . 14 400

*If you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico, see instructions.

Do not write in this space - OFFICE USE

1324

SOUTH CAROLINA INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 7/1/Dec. 1075)

2009

For the year January 1 - December 31, 2009, or fiscal tax year beginning _____ and ending 2010

Print Your first name and initial (Sr, Jr, 2nd, 3rd, 4th) RICHARD T HAMMOND	Last name	Check if Deceased ☐	Your Social Security number [redacted]
Spouse's first name and initial, if married filing jointly	Spouse's last name	Check if Deceased ☐	Spouse's Social Security number
Check if new address ☐	Mailing address (number and street, Apt. No or P. O. Box)	County code 29	Do not write in this space - OFFICE USE
City, state and ZIP code LANCASTER, SC 29720		Area Code Daytime telephone [redacted]	

For Office Use Only ▶ ☐

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐

Check this box if you have filed a federal or state extension ▶ ☐

Check this box if filing a composite return for partnership or "S" corporation ▶ ☐

CHECK YOUR FEDERAL FILING STATUS (1) ☐ Single (3) ☒ Married filing sep. **Enter spouse's SSN here:** [redacted]
(2) ☐ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions: Enter the number of exemptions from line 6 (d) of your 2009 federal return. ▶ 2

How many of the exemptions listed above were under the age of 6 years on December 31, 2009? ▶ 0

Enter the number of taxpayers age 65 or older, as of December 31, 2009. ▶ 0

				Dollars	Cents
1	**Enter Federal taxable income from your federal Form 1040, line 43; 1040A, line 27; or 1040EZ, line 6. If zero or less, enter zero here.**		1	499	00
	STOP! **Resident filers complete** lines 32 through 54. **Nonresident filers complete** Schedule NR and enter total from line 49 on line 5 below.	▶			
2	TOTAL ADDITIONS. Enter amount from line 37 of your SC1040.	▶	2	5,852	00
3	Add lines 1 and 2. Enter total here.		3	5,351	00
4	TOTAL SUBTRACTIONS. Enter amount from line 54 of your SC1040.	▶	4	< 482	00 >
5	South Carolina INCOME SUBJECT TO TAX. Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero.	▶	5	5,869	00
6	**TAX:** Enter tax from SOUTH CAROLINA tax tables.	6 98 00			
7	TAX on Lump Sum Distribution (Attach SC4972)	▶ 7 00			
8	TAX on Active Trade or Business Income (Attach I-335)	▶ 8 00			
9	TAX on Excess Withdrawals from Catastrophe Savings Accounts	▶ 9 00			
10	TOTAL South Carolina tax. Add lines 6, 7, 8 and 9. Enter the total.		10	98	00
11	Child and Dependent Care (See Instructions)	▶ 11 00			
12	Two Wage Earner Credit (See Instructions)	▶ 12 00			
13	Other Non-refundable Credits (Attach SC1040TC)	▶ 13 00			
14	TOTAL Non-refundable Credits. Add lines 11 through 13 and enter the total.		14		00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO.		15	98	00
16	**SC INC. TAX WITHHELD** (Attach W-2 or SC41) ▶ 00	20 Other SC Withholding (Attach Form 1099) ▶ 00			
17	2009 Estimated Tax Payments ▶ 00	21 Tuition Tax Credit (Attach I-319) ▶ 00		Make sure lines 16-22 are completed.	
18	Amount Paid with extension ▶ 00	22 Other Refundable Credit (Attach I-333 or I-334) ▶ 00			
19	NR sale of real estate ▶ 00		23		00
23	ADD lines 16 through 22 and enter the total. **TOTAL OF LINES 16-22**		24		00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT.		25	98	00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE.				
26	**USE TAX** (Due on Out-of-state Purchases. See Instructions)	▶ 26 00			
27	Amount of line 24 to be credited to your **2010 ESTIMATED TAX.**	▶ 27 00			
28	Total Contributions for Check-offs (Attach I-330)	▶ 28 00	29		00
29	ADD lines 26 through 28 and enter the total.				
30	NET REFUND: If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the **AMOUNT TO BE REFUNDED TO YOU.**	**REFUND** ▶	30		00
31	NET DUE: ADD lines 25 and 29 and, if applicable, penalty amount. If line 29 is larger than line 24, subtract line 24 from line 29. Enter the AMOUNT YOU OWE. If subject to penalty for Underpayment of Estimated Tax, attach SC2210. (See Instructions)	Penalty: $ **BALANCE DUE** ▶	31	98	00

Staple a check or money order for the full amount payable to **"SC Department of Revenue."** Writes your Social Security number and **"2009 SC1040"** on the payment.

PLACE PAYMENT HERE

STAPLE W-2/1099 HERE

112 29751010

STOP! **Resident filers complete** lines 32 through 54.
Nonresident filers complete Schedule NR. Do not complete lines 32 through 54.

PART 1 ADDITIONS TO FEDERAL TAXABLE INCOME		Dollars	Cents
32 State tax addback, if itemizing on federal return, (See instructions)	32	438	00
33 Out-of-state losses - (See instructions)	33		00
34 Expenses related to National Guard and Military Reserve income.	34		00
35 Interest income on obligations of states and political subdivisions other than South Caroline.	35		00
36 Other additions to income. Attach an explanation (See instructions) FD/ST Depr Diff, K1 ADJUSTMENT	36	5,414	00
37 TOTAL ADDITIONS --- add lines 32 through 36 and enter your total additions to income here and on line 2.	37	5,852	00

PART 2 SUBTRACTIONS FROM FEDERAL TAXABLE INCOME			
38 State tax refund, if included on line 10, on your federal Form 1040.	38	482	00
39 Total and permanent disability retirement income, if taxed on your federal return.	39		00
40 Out-of-state income/gain - Do not include personal service income. (See instructions.)	40		00
41 44% of net capital gains held for more than **one year** (See instructions)	41		00
42 Volunteer Deductions (See instructions)	42		00
43 Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program. (See instructions)	43		00
44 Active Trade or Business Income Deduction (See instructions)	44		00
45 Interest income from obligations of the US government.	45		00
46 National Guard or Reserve annual training and drill pay. (See instructions)	46		00
47 Social Security and/or railroad retirement, if taxed on your federal return.	47		00
48 **Caution: Retirement Deduction - (See instructions)**			
a) Taxpayer: Date of Birth _____	48a		00
b) Spouse: Date of Birth _____	48b		00
c) Surviving Spouse: Date of Birth of Deceased Spouse _____	48c		00
49 Age 65 and older deduction - (See instructions)			
a) Taxpayer: Date of Birth _____	49a		00
b) Spouse: Date of Birth _____	49b		00
50 Negative amount of federal taxable income.	50		00
51 Subsistence Allowance _____ days @ $8.00	51		00
52 Dependents under the age of 6 years on December 31 of the tax year. Date of Birth _____ SSN _____ Date of Birth _____ SSN _____	52		00
53 Other subtractions. (See instructions) _____	53		00
54 TOTAL SUBTRACTIONS --- add lines 38 through 53 and enter the total here and on line 4.	54	482	00

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your Signature	Date	Spouse's Signature (If jointly, BOTH must sign)
	11-19-2013	

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.	Yes ☐ No ☒	Preparer's Printed Name Brian Watts

If prepared by a person other than taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only

Prepared by	Date	Address
	11-19-2013	108 South White Street
FEIN 20-5818033	Phone Number 803-283-8511	City LANCASTER, SC State Zip 29720

ATTACH A COMPLETE COPY OF YOUR FEDERAL RETURN ONLY IF you have income and/or (loss) on federal Schedules C, D, E, F or filed a SC Schedule NR, SC1040TC, I-319 or I-335.

MAIL RETURN TO THE PROPER ADDRESS

REFUNDS OR ZERO TAX:
SC1040 PROCESSING CENTER
P.O. BOX 101100
COLUMBIA SC 29211-0100

BALANCE DUE:
TAXABLE PROCESSING CENTER
P.O. BOX 101105
COLUMBIA SC 29211-0105

Form **4562**
(Rev. 11/07)

South Carolina

Depreciation and Amortization

(Including Information on Listed Property)

Note: SC does not allow any additional depreciation benefits provided by I.R.C. Section 168(k) and 1400L.

▶ See separate instructions. ▶ Attach to your return.

2009

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identification number:

Part I Election To Expense Certain Tangible Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See IRS instructions for a higher limit for certain businesses	1	$250,000
2	Total cost of IRC Section 179 property placed in service (see IRS instructions)	2	152,411
3	Threshold cost of IRC Section 179 property before reduction in limitation	3	$800,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see IRS instructions	5	250,000

	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6	STATEMENT # 1		108,550
7	Listed property. Enter the amount from line 29.	7	

8	Total elected cost of IRC Section 179 property. Add amounts in column (c), lines 6 and 7	8	108,550
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	108,550
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	127,824
12	IRC Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	108,550
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

			Not allowed for SC purposes
14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to IRC Section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	96

Part III MACRS Depreciation (Do not include listed property.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	40,544
18	If you are electing under IRC Section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property	STATEMENT # 2		5			8,772
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property			25 yrs.		S/L	
g	25-year property			27.5 yrs.	MM	S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Part IV Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Summary

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return	22	157,962
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to IRC Section 263A costs	23	

Form **4562**
(Rev. 11/07)

South Carolina

Depreciation and Amortization
(Including Information on Listed Property)

Note: SC does not allow any additional depreciation benefits provided by I.R.C. Section 168(k) and 1400L.

▶ See separate instructions. ▶ Attach to your return.

2009

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identification number: [redacted]

Part I Election To Expense Certain Tangible Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See IRS instructions for a higher limit for certain businesses	1	$250,000
2	Total cost of IRC Section 179 property placed in service (see IRS instructions)	2	
3	Threshold cost of IRC Section 179 property before reduction in limitation	3	$800,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see IRS instructions	5	

	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6			

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of IRC Section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2008 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12	IRC Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2010. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

			Not allowed for SC purposes
14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15	Property subject to IRC Section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,790

Part III MACRS Depreciation (Do not include listed property.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2009	17	
18	If you are electing under IRC Section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2009 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Part IV Section C - Assets Placed in Service During 2009 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Summary

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return	22	1,790
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to IRC Section 263A costs	23	

2010

[redacted]

Richard T Hammond
2552 Kirkover Dr
Lancaster, SC 29720

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 18 PM 2:13
CLERK OF COURT
LANCASTER, SC

$125

Enclosed you will find your Federal and State income tax returns, based on the information you provided. Each return is to be filed with the appropriate tax office. An additional copy has been furnished for your records. Please review and sign each return prior to mailing.

If you have any questions about your returns, please feel free to give us a call. We are available throughout the year should you require further assistance. Thank you for allowing us to be of service.

Privacy Statement

As our client, your privacy is important to us; therefore, we have adopted the following Privacy Policy.

We collect nonpublic personal information about you from various sources, including the following:

* Information we receive from interviews regarding your tax situation;

* Information we receive on applications, organizers, or by other means, such as your name, address, telephone number, social security number, dependents, income and other tax-related data;

* Information from tax-related documents you provide that are required to process tax returns, such as Form's W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions, etc.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as requested by our customers or as required by law.

We restrict access to nonpublic personal information concerning you, except to employees who need access to such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about our Privacy Policy, please contact us.

Form **1040** Department of the Treasury - Internal Revenue Service

U.S. Individual Income Tax Return 2010

(99) IRS Use Only-Do not write or staple in this space.

OMB No. 1545-0074

For the year Jan. 1-Dec. 31, 2010, or other tax year beginning , 2010, ending , 20

Name, Address, and SSN

See separate instructions.

Your first name and initial	Last name	Your social security number
RICHARD T	HAMMOND	[redacted]
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
		[redacted]

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, see instructions.

Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign ▶ Check here if you, or your spouse if filing jointly, want $3 to go to this fund . . . . . ▶ Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☒ Married filing separately. Enter spouse's SSN above and full name here. ▶ LINDSAY PLYLER
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a . . . . . } Boxes checked on 6a and 6b: 1
b ☐ **Spouse** . . . . . No. of children on 6c who:
c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) If child under age 17 qualifying for child tax credit (see page 16)
HUNTER HAMMOND	[redacted]	SON	☒
			☐
			☐

- lived with you: 1
- did not live with you due to divorce or separation (see instructions):

Dependents on 6c not entered above:

If more than four dependents, see instructions and check here ▶ ☐

Add numbers on lines above ▶: 2

d Total number of exemptions claimed 7

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 20.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	Taxable interest. Attach Schedule B if required		8a	5,009
b	Tax-exempt interest. **Do not** include on line 8a	8b 1,867		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	14,486
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	3,007
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount	20b	
21	Other income		21	
22	Combine the amounts in the far right col for lines 7 through 21. This is your **total income** ▶		22	22,502

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	One-half of self-employment tax. Attach Schedule SE	27	878	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29	2,063	
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 31a and 32 through 35		36	2,941
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37	19,561

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	19,561
	39a	Check if: You were born before January 2, 1946, Blind. Spouse was born before January 2, 1946, Blind. Total boxes checked ▶ 39a		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b		
	40	**Itemized deductions** (from Schedule A) **or your standard deduction** (see instructions)	40	20,744
	41	Subtract line 40 from line 38	41	(1,183)
	42	**Exemptions.** Multiply $3,650 by the number on line 6d	42	7,300
	43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
	44	Tax (see instructions). Check if any tax is from: a Form(s) 8814 b Form 4972	44	0
	45	**Alternative minimum tax** (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 23 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit (see instructions) — 51: 0		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other credits from Form: a 3800 b 8801 c — 53		
	54	Add lines 47 through 53. These are your **total credits**	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	1,755
	57	Unreported social security and Medicare tax from Form: a 4137 b 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59	a Form(s) W-2, box 9 b Schedule H c Form 5405, line 16	59	
	60	Add lines 55 through 59. This is your **total tax** ▶	60	1,755
Payments	61	Federal income tax withheld from Forms W-2 and 1099 — 61		
	62	2010 estimated tax payments and amount applied from 2009 return — 62		
If you have a qualifying child, attach Schedule EIC.	63	Making work pay credit. Attach Schedule M — 63: 400		
	64a	**Earned income credit (EIC)** — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Form 8812 — 65: 1,000		
	66	American opportunity credit from Form 8863, line 14 — 66		
	67	First-time homebuyer credit from Form 5405, line 10 — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a 2439 b 8839 c 8801 d 8885 — 71		
	72	Add lines 61, 62, 63, 64a, and 65 through 71. These are your **total payments** ▶	72	1,400
Refund	73	If line 72 is more than line 60, subtract line 60 from line 72. This is the amount you **overpaid**	73	
	74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶	74a	
Direct deposit? See instructions.	b	Routing number ▶ c Type: Checking Savings		
	d	Account number		
	75	Amount of line 73 you want applied to your 2011 estimated tax ▶ — 75		
Amount You Owe	76	**Amount you owe.** Subtract line 72 from line 60. For details on how to pay, see instructions ▶	76	355
	77	Estimated tax penalty (see instructions) — 77		

Third Party Designee — Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below. [X] No

Designee's name ▶ | Phone no. ▶ | Personal identification number (PIN) ▶

Sign Here — Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See page 12. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		CONST	[redacted]
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
		NURSE	

Paid Preparer Use Only

Preparer's signature	Date	Check [X] if self-employed	PTIN
	11-19-2013		[redacted]
Print/Type preparer's name: Brian Watts			
Firm's name ▶ JW Watts Tax Service		Firm's EIN ▶ 20-5818033	
Firm's address ▶		Phone no. 803-283-8511	

SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. 07

Name(s) shown on Form 1040: RICHARD T HAMMOND

Your social security number: [redacted]

Medical and Dental Expenses	**Caution.** Do not include expenses reimbursed or paid by others.				
	1 Medical and dental expenses (see instructions)	1	3,005		
	2 Enter amount from Form 1040, line 38	2	19,561		
	3 Multiply line 2 by 7.5% (.075)	3	1,467		
	4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	1,538
Taxes You Paid	5 State and local (**check only one box**): a ☐ Income taxes, or b ☒ General sales taxes	5	477		
	6 Real estate taxes (see instructions)	6	1,685		
	7 New motor vehicle taxes from line 11 of the worksheet on page 2 (for certain vehicles purchased in 2009). Skip this line if you checked box 5b	7			
	8 Other taxes. List type and amount ▶	8			
	9 Add lines 5 through 8			9	2,162
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098	10	17,004		
	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11			
Note. Your mortgage interest deduction may be limited (see instructions).	12 Points not reported to you on Form 1098. See instructions for special rules	12			
	13 Mortgage insurance premiums (see instructions)	13			
	14 Investment interest. Attach Form 4952 if required. (See instructions.)	14			
	15 Add lines 10 through 14			15	17,004
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16 Gifts by cash or check. If you made any gift of $250 or more, see instructions	16	40		
	17 Other than by cash or check. If any gift of $250 or more, see instructions. You **must** attach Form 8283 if over $500	17			
	18 Carryover from prior year	18			
	19 Add lines 16 through 18			19	40
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)			20	
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21			
	22 Tax preparation fees	22			
	23 Other expenses - investment, safe deposit box, etc. List type and amount ▶	23			
	24 Add lines 21 through 23	24			
	25 Enter amount from Form 1040, line 38 | 25 |				
	26 Multiply line 25 by 2% (.02)	26			
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27	
Other Miscellaneous Deductions	28 Other - from list in instructions. List type and amount ▶			28	
Total Itemized Deductions	29 Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40			29	20,744
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐				

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040. ▶ See instructions.

OMB No. 1545-0074

2010

Attachment Sequence No. 08

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶		
	PROTECTIVE LIFE		60
	RICHARD W BLACKMON FAMILY		4,949
		1	
2	Add the amounts on line 1	2	5,009
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	5,009

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶	5	
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2010, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account? See instructions for exceptions and filing requirements for Form TD F 90-22.1		
b	If "Yes," enter the name of the foreign country ▶		
8	During 2010, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ Partnerships, joint ventures, etc., generally must file Form 1065 or 1065-B.

▶ Attach to Form 1040, 1040NR, or 1041. ▶ See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. 09

Name of proprietor: RICHARD T HAMMOND

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): DOZIER WORK

B Enter code from pages C-9, 10, & 11 ▶

C Business name. If no separate business name, leave blank.: HAMMOND LAND CLEARING

D Employer ID number (EIN), if any: 57-0921763

E Business address (including suite or room no.) ▶

City, town or post office, state, and ZIP code

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2010? If "No," see instructions for limit on losses . . [X] Yes [ ] No

H If you started or acquired this business during 2010, check here . . . . . ▶ [ ]

Part I Income

1	Gross receipts or sales. Caution. See instructions and check the box if: • This income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses. ▶ [ ]	674,742
2	Returns and allowances	
3	Subtract line 2 from line 1	674,742
4	Cost of goods sold (from line 42 on page 2)	
5	Gross profit. Subtract line 4 from line 3	674,742
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	
7	Gross income. Add lines 5 and 6 ▶	674,742

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	4,200	18	Office expense	992
9	Car and truck expenses (see instructions)		19	Pension and profit-sharing plans	
10	Commissions and fees		20	Rent or lease (see instructions):	
11	Contract labor (see instructions)	66,340	a	Vehicles, machinery, and equipment	
12	Depletion		b	Other business property	50,283
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	196,753	21	Repairs and maintenance	89,349
14	Employee benefit programs (other than on line 19)		22	Supplies (not included in Part III)	24,029
15	Insurance (other than health)	37,246	23	Taxes and licenses	13,024
16	Interest:		24	Travel, meals, and entertainment:	
a	Mortgage (paid to banks, etc.)		a	Travel	
b	Other	4,265	b	Deductible meals and entertainment (see instructions)	1,556
17	Legal and professional services		25	Utilities	7,995
			26	Wages (less employment credits)	
			27	Other expenses (from line 48 on page 2)	164,224

28	Total expenses before expenses for business use of home. Add lines 8 through 27 ▶	660,256
29	Tentative profit or (loss). Subtract line 28 from line 7	14,486
30	Expenses for business use of your home. Attach Form 8829	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32. ▶	14,486
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited. ▶	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.

Name(s) RICHARD T HAMMOND SSN [redacted]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (year, month, day) ▶

44 Of the total number of miles you drove your vehicle during 2010, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47 a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If "Yes," is the evidence written? ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

UNIFORMS	3,356
FUEL	160,725
MOTEL EXP	143

48 Total other expenses. Enter here and on page 1, line 27 48 164,224

SCHEDULE E
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See instructions for Schedule E (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. 13

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I **Income or Loss From Rental Real Estate and Royalties** **Note.** If you are in the business of renting personal property, use Schedule C or C-EZ (see page E-3). If you are an individual, report farm rental income or loss from **Form 4835** on page 2, line 40.

1 List the type and address of each rental real estate property:

A COMMERCIAL BLDG
LYNWOOD DR LANCASTER SC 29720

B

C

2 For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of:
- 14 days **or**
- 10% of the total days rented at fair rental value?

(See page E-4)

	Yes	No
A		X
B		
C		

Income:		Properties A	Properties B	Properties C	Totals (Add columns A, B, and C.)
3 Rents received	3	10,800			10,800
4 Royalties received	4				
Expenses:					
5 Advertising	5				
6 Auto and travel (see page E-5)	6				
7 Cleaning and maintenance	7				
8 Commissions	8				
9 Insurance	9				
10 Legal and other professional fees	10				
11 Management fees	11				
12 Mortgage interest paid to banks, etc. (see page E-5)	12				
13 Other interest	13				
14 Repairs	14	4,738			
15 Supplies	15				
16 Taxes	16	1,532			
17 Utilities	17				
18 Other (list) ▶	18				
19 Add lines 5 through 18	19	6,270			6,270
20 Depreciation expense or depletion (see page E-5)	20	1,634			1,634
21 Total expenses. Add lines 19 and 20	21	7,904			
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-6 to find out if you must file **Form 6198**	22	2,896			
23 Deductible rental real estate loss. **Caution.** Your rental real estate loss on line 22 may be limited. See page E-6 to find out if you must file **Form 8582.** Real estate professionals **must** complete line 43 on page 2	23	( )	( )	( )	
24 **Income.** Add positive amounts shown on line 22. **Do not** include any losses	24				2,896
25 **Losses.** Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here	25				( )
26 **Total rental real estate and royalty income or (loss).** Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26				2,896

Name(s) shown on return. Do not enter name and social security number if shown on page 1. Your social security number

RICHARD T HAMMOND [redacted]

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations

Note. If you report a loss from an at-risk activity for which **any** amount is **not** at risk, you **must** check the box in column (e) on line 28 and attach **Form 6198.** See page E-2.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see page E-7 before completing this section. ☐ Yes ☐ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A			☐		☐
B			☐		☐
C			☐		☐
D			☐		☐

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					
b Totals	0				

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	( )
32	**Total partnership and S corporation income or (loss).** Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	RICHARD W BLACKMON FAMILY TRUST	[redacted]
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A		111		
B				
34a Totals		111		
b Totals				

35	Add columns (d) and (f) of line 34a	35	111
36	Add columns (c) and (e) of line 34b	36	( )
37	**Total estate and trust income or (loss).** Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	111

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) – Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see page E-8)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from **Form 4835.** Also, complete line 42 below	40	
41	**Total income or (loss).** Combine lines 26, 32, 37, 39, & 40. Enter the result here & on Form 1040, ln 17, or Form 1040NR, ln 18 ▶	41	3,007
42	**Reconciliation of farming and fishing income.** Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see page E-8)	42	
43	**Reconciliation for real estate professionals.** If you were a real estate professional (see page E-2), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

SCHEDULE SE (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Self-Employment Tax

▶ Attach to Form 1040 or Form 1040NR. ▶ See Instructions for Schedule SE (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. 17

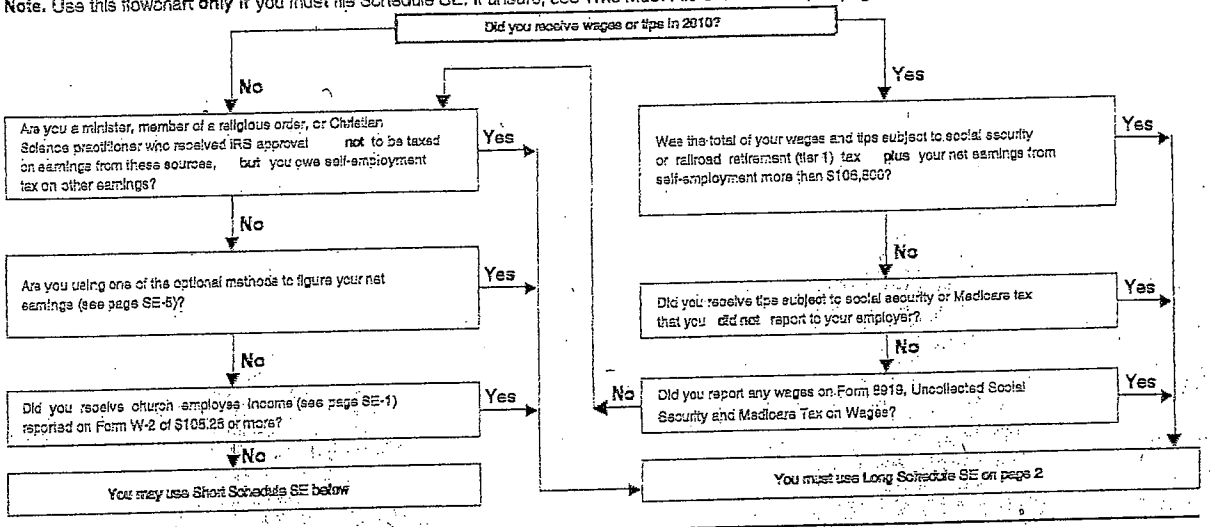
Name of person with **self-employment** income (as shown on Form 1040)
RICHARD T HAMMOND

Social security number of person with **self-employment** income ▶ [redacted]

Before you begin: To determine if you must file Schedule SE, see the instructions on page SE-1.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart **only if** you must file Schedule SE. If unsure, see Who Must File Schedule SE, on page SE-1.



Section A - Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 36, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 6b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see page SE-1 for types of income to report on this line. See page SE-3 for other income to report	2	14,486
3	Combine lines 1a, 1b, and 2. Subtract from that total the amount on Form 1040, line 29, or Form 1040NR, line 28, and enter the result (see page SE-3)	3	12,423
4	Multiply line 3 by 92.35% (.9235). If less than $400, you do not owe self-employment tax; **do not** file this schedule unless you have an amount on line 1b. **Note.** If line 4 is less than $400 due to Conservation Reserve Program payments on line 1b, see page SE-3. ▶	4	11,473
5	**Self-employment tax.** If the amount on line 4 is: • $106,800 or less, multiply line 4 by 15.3% (.153). Enter the result here and on **Form 1040, line 56,** or **Form 1040NR, line 54** • More than $106,800, multiply line 4 by 2.9% (.029). Then, add $13,243.20 to the result. Enter the total here and on **Form 1040, line 56,** or **Form 1040NR, line 54**	5	1,755
6	**Deduction for one-half of self-employment tax.** Multiply line 5 by 50% (.50). Enter the result here and on **Form 1040, line 27,** or **Form 1040NR, line 27**	6	878

For Paperwork Reduction Act Notice, see your tax return instructions. EEA **Schedule SE (Form 1040) 2010**

Form **8812**

Additional Child Tax Credit

OMB No. 1545-0074

2010

Attachment Sequence No. 47

Department of the Treasury
Internal Revenue Service (99)

Complete and attach to Form 1040, Form 1040A, or Form 1040NR.

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I All Filers

1 **1040 filers:** Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51).
1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33).
1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 48).
If you used Pub. 972, enter the amount from line 6 of the worksheet on page 4 of the publication. — 1: 1,000

2 Enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 48 — 2:

3 Subtract line 2 from line 1. If zero, **stop**; you cannot take this credit — 3: 1,000

4a Earned income (see instructions) — 4a: 13,608

b Nontaxable combat pay (see instructions) — 4b:

5 Is the amount on line 4a more than $3,000?
☐ **No.** Leave line 5 blank and enter -0- on line 6.
☒ **Yes.** Subtract $3,000 from the amount on line 4a. Enter the result — 5: 10,608

6 Multiply the amount on line 5 by 15% (.15) and enter the result — 6: 1,591

Next. Do you have three or more qualifying children?
☒ **No.** If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part II and enter the **smaller** of line 3 or line 6 on line 13.
☐ **Yes.** If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on line 13. Otherwise, go to line 7.

Part II Certain Filers Who Have Three or More Qualifying Children

7 Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see instructions — 7:

8 **1040 filers:** Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on the line next to line 60. — 8:
1040A filers: Enter -0-.
1040NR filers: Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on the line next to line 58. — 9:

9 Add lines 7 and 8 — 10:

10 **1040 filers:** Enter the total of the amounts from Form 1040, lines 64a and 69.
1040A filers: Enter the total of the amount from Form 1040A, line 41a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 44 (see instructions).
1040NR filers: Enter the amount from Form 1040NR, line 64. — 11:

11 Subtract line 10 from line 9. If zero or less, enter -0- — 12:

12 Enter the **larger** of line 6 or line 11

Next, enter the **smaller** of line 3 or line 12 on line 13.

Part III Additional Child Tax Credit

13 **This is your additional child tax credit.** — 13: 1,000

Enter this amount on Form 1040, line 66, Form 1040A, line 42, or Form 1040NR, line 62.

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2010

Attachment Sequence No. **67**

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see the instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	151,830
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions MFS.	5	250,000

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	STATEMENT # 2	151,830	151,830

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	151,830
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	151,830
10	Carryover of disallowed deduction from line 13 of your 2009 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	166,316
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	151,830
13	Carryover of disallowed deduction to 2011. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	96

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2010	17	44,074
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2010 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property			25 yrs.		S/L	
g	25-year property			27.5 yrs.	MM	S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
i	Nonresidential real property	2010-02	33,534	39 yrs.	MM	S/L	753
					MM	S/L	

Section C - Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	196,753
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2010

Attachment Sequence No. **67**

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see the instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2009 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2011. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,634

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2010	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2010 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	1,634
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Schedule A – NOL (see instructions)

1	Enter the amount from your 2010 Form 1040, line 41, or Form 1040NR, line 39. Estates and trusts, enter taxable income increased by the total of the charitable deduction, income distribution deduction, and exemption amount			1	(1,183)
2	Nonbusiness capital losses before limitation. Enter as a positive number		2		
3	Nonbusiness capital gains (without regard to any section 1202 exclusion)		3		
4	If line 2 is more than line 3, enter the difference; otherwise, enter -0-		4		
5	If line 3 is more than line 2, enter the difference; otherwise, enter -0-	5			
6	Nonbusiness deductions (see instructions)		6	20,744	
7	Nonbusiness income other than capital gains (see instructions)	7 5,009			
8	Add lines 5 and 7		8	5,009	
9	If line 6 is more than line 8, enter the difference; otherwise, enter -0-			9	15,735
10	If line 8 is more than line 6, enter the difference; otherwise, enter -0-. **But do not enter more than line 5**	10			
11	Business capital losses before limitation. Enter as a positive number		11		
12	Business capital gains (without regard to any section 1202 exclusion)	12			
13	Add lines 10 and 12		13		
14	Subtract line 13 from line 11. If zero or less, enter -0-		14		
15	Add lines 4 and 14		15		
16	Enter the loss, if any, from line 16 of your 2010 Schedule D (Form 1040). (Estates and trusts, enter the loss, if any, from line 15, column (3), of Schedule D (Form 1041).) Enter as a positive number. If you do not have a loss on that line (and do not have a section 1202 exclusion), skip lines 16 through 21 and enter on line 22 the amount from line 15		16		
17	Section 1202 exclusion. Enter as a positive number			17	
18	Subtract line 17 from line 16. If zero or less, enter -0-		18		
19	Enter the loss, if any, from line 21 of your 2010 Schedule D (Form 1040). (Estates and trusts, enter the loss, if any, from line 16 of Schedule D (Form 1041).) Enter as a positive number		19		
20	If line 18 is more than line 19, enter the difference; otherwise, enter -0-		20		
21	If line 19 is more than line 18, enter the difference; otherwise, enter -0-			21	
22	Subtract line 20 from line 15. If zero or less, enter -0-			22	
23	Domestic production activities deduction from your 2010 Form 1040, line 35, or Form 1040NR, line 34 (or included on Form 1041, line 15a)			23	
24	NOL deduction for losses from other years. Enter as a positive number			24	
25	**NOL.** Combine lines 1, 9, 17, and 21 through 24. If the result is less than zero, enter it here and on page 1, line 1a. If the result is zero or more, you **do not** have an NOL			25	14,552

Form **1045** (2010)

EEA

Federal Supporting Statements	2010 PG01
Name(s) as shown on return RICHARD T HAMMOND	Your Social Security Number [redacted]

FORM 4562 - LINE 6

STATEMENT # 2

DESCRIPTION OF PROPERTY	COST	ELECTED COST
TOOLS	11,380	11,380
FUEL TRAILER	5,000	5,000
FREIGHTLINER	6,500	6,500
UTILITY TRAILER	3,000	3,000
WEDLER	4,000	4,000
TRAILER	1,400	1,400
AIR COMPRESSOR	3,650	3,650
DELIMBER	4,000	4,000
MACK TRK	8,000	8,000
PORTABLE WELDER	1,400	1,400
SAW	1,500	1,500
PRENTICE LOADER	12,000	12,000
620 C TIGER CAT	90,000	90,000
TOTAL	151,830	151,830

1040 **Overflow Statement** 2010 Page 1

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 15 - INSURANCE

Description	Amount
WC INS	$ 12,310
GL	4,498
TRUCK AND EQUIPMENT INS	20,438
Total:	$ 37,246

SCHEDULE C, LINE 16 - INTEREST OTHER

Description	Amount
FFCU 2003 FORD DUALLY	$ 1,313
FIRST CITIZENS BANK BUILD MORTGAGE	2,952
Total:	$ 4,265

SCHEDULE C, LINE 21 - REPAIRS AND MAINTENANCE

Description	Amount
TIRES	$ 16,280
PARTS	19,691
PARTS	53,378
Total:	$ 89,349

SCHEDULE C, LINE 23 - TAXES AND LICENSES

Description	Amount
REECE RD LAND	$ 1,119
1369 LYNWOOD DR SHOP	1,404
1990 CHEV	28
1985 TOYOTA	58
1990 TRAILER	6
HEAVY USE TAX AND SCDMV FEES	7,720
SCDHEC	2,500
2004 GMC	189
Total:	$ 13,024

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 25 - UTILITIES

Description	Amount
CELL PHONE	$ 5,141
LCNGA	747
LCWSD	518
DUKE ENERGY	1,589
Total:	$ 7,995

SCHEDULE A, LINE 6 - REAL ESTATE TAXES

Description	Amount
PERSONAL HOUSE	$ 1,438
LAND ONLY PHIL THURMAN DR	247
Total:	$ 1,685

SCHEDULE A, LINE 10 - HOME MTG INTEREST AND POINTS ON FORM 1

Description	Amount
GMAC	$ 17,004
Total:	$ 17,004

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2010 INDIVIDUAL INCOME TAX RETURN

SC1040
(Rev. 9/24/10)
3075

Your social security number	Check if deceased ☐
[redacted]	
Spouse's social security number	Check if deceased ☐

[redacted]

For the year January 1 - December 31, 2010, or fiscal tax year beginning 2010 and ending 2011

Print your first name and initial (Sr, Jr, 2nd, 3rd, 4th)	Last name
RICHARD T	HAMMOND
Spouse's first name, if married filing jointly	Last name

Check if new address ☐	Mailing address (number and street, Apt. no or P.O. Box)			County code
				29
City	State	Zip	Area code	Daytime telephone
LANCASTER	SC	29720	[redacted]	
Check if address is outside US ☐	Foreign country address including Postal code			

Check this box if you are filing SC Schedule NR (Part year/Nonresident) . . . . . ▶ ☐
Check this box if filing a composite return for partnership or "S" corporation . . . . . ▶ ☐
Check this box if you have filed a federal or state extension . . . . . ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA . . . . . ▶ ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (3) ☒ Married filing separately. **Enter spouse's SSN here:** [redacted]
(2) ☐ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2010 federal return . . . . . ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2010 . . . . ▶ 0
Enter the number of taxpayers age 65 or older, as of December 31, 2010 . . . . . ▶ 0

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)
HUNTER	HAMMOND	[redacted]	SON	

INCOME AND ADJUSTMENTS

1.	Enter the federal taxable income from your federal Form 1040, 1040A, or 1040EZ. If zero or less, enter zero here Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below ▶		1.	0 00
	ADDITIONS TO FEDERAL TAXABLE INCOME			
	a. State tax addback, if itemizing on federal return (See Instructions) ▶	a. 477 00		
	b. Out-of-state losses (See Instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____ ▶	b. 00		
	c. Expenses related to National Guard and Military Reserve Income	c. 00		
	d. Interest income on obligations of states and political subdivisions other than South Carolina	d. 00		
	e. Other additions to Income. Attach an explanation (See Instructions) ▶	e. 776 00		KI ADDITIONS
2.	Add lines **a through** e and enter the total here. These are your **total additions** ▶		2.	1,253 00
3.	Add lines 1 and 2 and enter the total here		3.	1,253 00
	SUBTRACTIONS FROM FEDERAL TAXABLE INCOME			Dollars
	f. State tax refund, if included on your federal return ▶	f. 00		
	g. Total and permanent disability retirement income, if taxed on your federal return ▶	g. 00		
	h. Out-of-state income/gain - Do not include personal service income (See Instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____ ▶	h. 00		
	i. 44% of net capital gains held for more than **one year** (See Instructions) ▶	i. 00		
	j. Volunteer deductions (See Instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____ ▶	j. 00		
	k. Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See Instructions) ▶	k. 00		
	l. Active Trade or Business Income deduction (See Instructions) ▶	l. 00		
	m. Interest income from obligations of the US government	m. 00		
	n. Certain nontaxable National Guard or Reserve Pay (See Instructions) ▶	n. 00		
	o. Social security and/or railroad retirement, if taxed on your federal return ▶	o. 00		
	p. **Caution: Retirement Deduction (See Instructions)**			
	p-1. Taxpayer: date of birth _____ ▶	p-1. 00		
	p-2. Spouse: date of birth _____ ▶	p-2. 00		
	p-3. Surviving spouse #1: date of birth of deceased spouse _____	p-3. 00		
	p-4. Surviving spouse #2: date of birth of deceased spouse _____	p-4. 00		
	q. Age 65 and older deduction (See Instructions)			
	q-1 Taxpayer: date of birth _____ ▶	q-1. 00		
	q-2 Spouse: date of birth _____ ▶	q-2. 00		
	r. Negative amount of federal taxable income ▶	r. 8,483 00		
	s. Subsistence allowance _____ days @ $8.00 ▶	s. 00		
	t. Dependents under the age of 6 years on December 31 of the tax year ▶	t. 00		
	u. Other subtractions (See Instructions) FD/ST. Depr. Diff. ▶	u. 2,214 00		
4.	Add lines **f through u** and enter here. These are your **total subtractions** ▶		4.	< 10,697 00 >
5.	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero here . . . . . This is your **South Carolina INCOME SUBJECT TO TAX** ▶		5.	0 00
6.	**TAX:** enter tax from SOUTH CAROLINA tax tables	6. 00		
7.	TAX on Lump Sum Distribution (Attach SC4972) ▶	7. 00		
8.	TAX on Active Trade or Business Income (Attach I-335) ▶	8. 00		
9	TAX on excess withdrawals from Catastrophe Savings Accounts ▶	9. 00		
10.	Add lines 6 through 9 and enter the total here . . . . . This is your **TOTAL SOUTH CAROLINA TAX**		10.	00
11.	Child and Dependent Care (See Instructions) ▶	11. 00		
12.	Two Wage Earner Credit (See Instructions) ▶	12. 00		
13.	Other non-refundable credits. Attach SC1040TC and other state return(s) ▶	13. 00		
14.	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here		14.	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here		15.	0 00

PAYMENTS AND REFUNDABLE CREDITS

16. SC INCOME TAX WITHHELD (Attach W-2 or SC41) ▶	00	20. Other SC withholding (Attach Form 1099) ▶	00		
17. 2010 estimated tax payments ▶	00	21. Tuition tax credit (Attach I-319) ▶	00		
18. Amount paid with extension ▶	00	22. Other refundable credit(s) ▶	00		
19. NR sale of real estate ▶	00	Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334)			
23. Add lines 16 through 22 and enter the total here . . . . . These are your **TOTAL PAYMENTS**				23.	00
24. If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT				24.	00
25. If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE				25.	00
26. **USE TAX:** (Due on out-of-state purchases. See instructions) . . . . . ▶	26. 00				
27. Amount of line 24 to be credited to your **2011 Estimated Tax** . . . . . ▶	27. 00				00
28. Total Contributions for Check-offs (Attach I-330) . . . . . ▶	28. 00			29.	00
29. Add lines 26 through 28 and enter the total here				30.	00
30. If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the **AMOUNT TO BE REFUNDED TO YOU.** . . . . . **REFUND** ▶				31.	00
31. Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount . . .				32.	00
32. Late filing and/or late payment: Penalties _____ Interest _____ (See instructions) Enter total here . . ▶					
33. Penalty for Underpayment of Estimated Tax (Attach SC2210) . . . . . (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax ☐ ▶				33.	00
34. Add lines 31 through 33 and enter the **AMOUNT YOU OWE** here . . . . . **BALANCE DUE** ▶				34.	00

Pay electronically free of charge at www.sctax.org. Click on DORePay.

or

Include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue".
Write your social security number and "2010 SC1040" on the payment.

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)
	11-19-2013	

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.	Yes ☐ No ☒	Preparer's printed name

If prepared by a person other than taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only — Preparer Signature	Date	Check if self-employed ☒	PTIN
	11-19-2013		[redacted]

Firm name (or yours if self-employed) and address and Zip Code	FEIN	Phone No.
JW Watts Tax Service 108 South White Street Lancaster SC 29720	20-5818033	803-283-8511

ATTACH A COMPLETE COPY OF YOUR FEDERAL RETURN ONLY IF you have income and/or (loss) on federal Schedules C, D, E, F or filed a SC Schedule NR, SC1040TC, I-319 or I-335.

MAIL RETURN TO THE PROPER ADDRESS

REFUNDS OR ZERO TAX:
SC1040 PROCESSING CENTER
P.O. BOX 101100
COLUMBIA SC 29211-0100

BALANCE DUE:
TAXABLE PROCESSING CENTER
P.O. BOX 101105
COLUMBIA SC 29211-0105

SCHEDULE M
(Form 1040A or 1040)
Department of the Treasury
Internal Revenue Service (99)

Making Work Pay Credit

▶ Attach to Form 1040A or 1040. ▶ See separate instructions.

OMB No. 1545-0074

2010

Attachment Sequence No. 166

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

CAUTION ! To take the making work pay credit, you must include your social security number (if filing a joint return, the number of either you or your spouse) on your tax return. A social security number does not include an identification number issued by the IRS. Only the Social Security Administration issues social security numbers.

CAUTION ! You cannot take the making work pay credit if you can be claimed as someone else's dependent or if you are a nonresident alien.

Important: Check the "No" box on line 1a and see the instructions if:
(a) You have a net loss from a business,
(b) You received a taxable scholarship or fellowship grant not reported on a Form W-2,
(c) Your wages include pay for work performed while an inmate in a penal institution,
(d) You received a pension or annuity from a nonqualified deferred compensation plan or a nongovernmental section 457 plan, or
(e) You are filing Form 2555 or 2555-EZ.

1a Do you (& your spouse if filing jointly) have 2010 wages of more than $6,451 ($12,903 if married filing jointly)?
☐ **Yes.** Skip lines 1a through 3. Enter $400 ($800 if married filing jointly) on line 4 and go to line 5.
☒ **No.** Enter your earned income (see instructions) 1a 13,608

b Nontaxable combat pay included on line 1a (see instructions) 1b

2 Multiply line 1a by 6.2% (.062) 2 844

3 Enter $400 ($800 if married filing jointly) 3 400

4 Enter the smaller of line 2 or line 3 (unless you checked "Yes" on line 1a) 4 400

5 Enter the amount from Form 1040, line 38*, or Form 1040A, line 22 . . . . . 5 19,561

6 Enter $75,000 ($150,000 if married filing jointly) 6 75,000

7 Is the amount on line 5 more than the amount on line 6?
☒ **No.** Skip line 8. Enter the amount from line 4 on line 9 below.
☐ **Yes.** Subtract line 6 from line 5 7

8 Multiply line 7 by 2% (.02) 8

9 Subtract line 8 from line 4. If zero or less, enter -0- 9 400

10 Did you (or your spouse, if filing jointly) receive an economic recovery payment in **2010**? You may have received this payment in 2010 if you did not receive an economic recovery payment in 2009 but you received social security benefits, supplemental security income, railroad retirement benefits, or veterans disability compensation or pension benefits in November 2008, December 2008, or January 2009 (see instructions).
☒ **No.** Enter -0- on line 10 and go to line 11.
☐ **Yes.** Enter the total of the payments you (and your spouse, if filing jointly) received in **2010**. Do not enter more than $250 ($500 if married filing jointly) 10 0

11 **Making work pay credit.** Subtract line 10 from line 9. If zero or less, enter -0-. Enter the result here and on Form 1040, line 63; or Form 1040A, line 40 . . . . . 11 400

*If you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico, see instructions.

2011

[redacted]

Richard T Hammond
2552 Kirkover Dr
Lancaster, SC 29720

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 18 P 2:23
CLERK OF COURT
LANCASTER, S.C.

$175

Enclosed you will find your Federal and State income tax returns, based on the information you provided. Each return is to be filed with the appropriate tax office. An additional copy has been furnished for your records. Please review and sign each return prior to mailing.

If you have any questions about your returns, please feel free to give us a call. We are available throughout the year should you require further assistance. Thank you for allowing us to be of service.

Privacy Statement

As our client, your privacy is important to us; therefore, we have adopted the following Privacy Policy.

We collect nonpublic personal information about you from various sources, including the following:

* Information we receive from interviews regarding your tax situation;

* Information we receive on applications, organizers, or by other means, such as your name, address, telephone number, social security number, dependents, income and other tax-related data;

* Information from tax-related documents you provide that are required to process tax returns, such as Form's W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions, etc.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as requested by our customers or as required by law.

We restrict access to nonpublic personal information concerning you, except to employees who need access to such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about our Privacy Policy, please contact us.

Form **1040** Department of the Treasury - Internal Revenue Service (99)

U.S. Individual Income Tax Return

2011 | OMB No. 1545-0074 | IRS Use Only-Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2011, or other tax year beginning , 2011, ending , 20 | See separate instructions.

Your first name and initial	Last name	Your social security number
RICHARD T	HAMMOND	[redacted]
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. | Apt. no. | ⚠ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

Foreign country name | Foreign province/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☒ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here.
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☐ Spouse
c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) If child under age 17 qualifying for child tax credit (see instructions)
HUNTER	HAMMOND	[redacted]	SON	☒
				☐
				☐
				☐

If more than four dependents, see instructions and check here ▶ ☐

Boxes checked on 6a and 6b: 1
No. of children on 6c who:
- lived with you: 1
- did not live with you due to divorce or separation (see instructions):

Dependents on 6c not entered above:
Add numbers on lines above ▶: 2

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

If enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	Taxable interest. Attach Schedule B if required		8a	4,025
b	Tax-exempt interest. Do not include on line 8a	8b 2,234		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	11,089
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	1,446
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount	20b	
21	Other income		21	
22	Combine the amounts in the far right col for lines 7 through 21. This is your total income ▶		22	16,560

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27	783	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 35		36	783
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	15,777

Form 1040 (2011) RICHARD T HAMMOND [redacted] Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	15,777
	39a	Check if: ☐ You were born before January 2, 1947, ☐ Blind. ☐ Spouse was born before January 2, 1947, ☐ Blind. } Total boxes checked ▶39a		
Standard Deduction for -	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶39b ☐		
• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	17,851
	41	Subtract line 40 from line 38	41	(2,074)
	42	Exemptions. Multiply $3,700 by the number on line 6d	42	7,400
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
	44	Tax (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐ 962 election	44	0
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
• All others: Single or Married filing separately, $5,800 Married filing jointly or Qualifying widow(er), $11,600 Head of household, $8,500	46	Add lines 44 and 45 ▶	46	
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 23 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit (see instructions) — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53		
	54	Add lines 47 through 53. These are your total credits	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	1,362
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Other taxes. Enter code(s) from instructions	60	
	61	Add lines 55 through 60. This is your total tax ▶	61	1,362
Payments	62	Federal income tax withheld from Forms W-2 and 1099 — 62		
If you have a qualifying child, attach Schedule EIC.	63	2011 estimated tax payments and amount applied from 2010 return — 63		
	64a	Earned income credit (EIC) — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Form 8812 — 65	1,000	
	66	American opportunity credit from Form 8863, line 14 — 66		
	67	First-time homebuyer credit from Form 5405, line 10 — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a ☐ 2439 b ☐ 8839 c ☐ 8801 d ☐ 8885 — 71		
	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶	72	1,000
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ ☐	74a	
Direct deposit? See instructions.	b	Routing number ▶ c Type: ☐ Checking ☐ Savings		
	d	Account number ▶		
	75	Amount of line 73 you want applied to your 2012 estimated tax — 75 ▶		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	362
	77	Estimated tax penalty (see instructions) — 77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ▶ Brian Watts | Phone no. ▶ 803-283-8511 | Personal identification number (PIN) ▶ [redacted]

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		CONST	[redacted]
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	Identity Protection PIN (see inst.)

Paid Preparer Use Only

Preparer's signature	Date	Check ☒ if self-employed	PTIN
	01-27-2014		P01263709
Print/Type preparer's name: Brian Watts			
Firm's name ▶ JW WATTS TAX SERVICE		Firm's EIN ▶	20-5818033
Firm's address ▶ 108 SOUTH WHITE STREET Lancaster, SC 29720		Phone no.	803-283-8511

BEA

Form 1040 (2011)

SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074

2011

Attachment Sequence No. 07

Name(s) shown on Form 1040

RICHARD T HAMMOND

Your social security number [redacted]

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.				
	1 Medical and dental expenses (see instructions)		1	5,431	
	2 Enter amount from Form 1040, line 38	2 15,777			
	3 Multiply line 2 by 7.5% (.075)		3	1,183	
	4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				4 4,248
Taxes You Paid	5 State and local (check only one box):				
	a ☐ Income taxes, or ▶		5	273	
	b ☒ General sales taxes				
	6 Real estate taxes (see instructions)		6	1,619	
	7 Personal property taxes		7		
	8 Other taxes. List type and amount ▶		8		
	9 Add lines 5 through 8				9 1,892
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098		10	11,277	
Note. Your mortgage interest deduction may be limited (see instructions).	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶		11		
	12 Points not reported to you on Form 1098. See instructions for special rules		12		
	13 Mortgage insurance premiums (see instructions)		13		
	14 Investment interest. Attach Form 4952 if required. (See instructions.)		14		
	15 Add lines 10 through 14				15 11,277
Gifts to Charity	16 Gifts by cash or check. If you made any gift of $250 or more, see instructions		16	434	
If you made a gift and got a benefit for it, see instructions.	17 Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500		17		
	18 Carryover from prior year		18		
	19 Add lines 16 through 18				19 434
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)				20
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instr.) ▶		21		
	22 Tax preparation fees		22		
	23 Other expenses - investment, safe deposit box, etc. List type and amount ▶		23		
	24 Add lines 21 through 23		24		
	25 Enter amount from Form 1040, line 38	25			
	26 Multiply line 25 by 2% (.02)		26		
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-				27 [redacted]
Other Miscellaneous Deductions	28 Other - from list in instructions. List type and amount ▶				28
Total Itemized Deductions	29 Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.				29 17,851
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐				

For Paperwork Reduction Act Notice, see Form 1040 Instructions. EEA Schedule A (Form 1040) 2011

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040. ▶ See instructions.

OMB No. 1545-0074

2011
Attachment
Sequence No. 08

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶		
	LINDA BLACKMON AND NANCY	1	4,025
	INTEREST SUBTOTAL 4,025		
2	Add the amounts on line 1	2	4,025
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	4,025

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶	5	
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions.)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2011, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions		
	If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements		
b	If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located ▶		
8	During 2011, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2011

Attachment Sequence No. 09

Name of proprietor: RICHARD T HAMMOND

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): DOZIER WORK

B Enter code from instructions ▶

C Business name. If no separate business name, leave blank.: HAMMOND LAND CLEARING

D Employer ID number (EIN), (see instr.): 57-0921763

E Business address (including suite or room no.) ▶

City, town or post office, state, and ZIP code

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2011? If "No," see instructions for limit on losses . [X] Yes [ ] No

H If you started or acquired this business during 2011, check here . . . . . ▶ [ ]

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) . . . . . [X] Yes [ ] No

J If "Yes," did you or will you file all required Forms 1099? . . . . . [ ] Yes [X] No

Part I Income

1a	Merchant card and third party payments. For 2011, enter -0-	1a	0	
b	Gross receipts or sales not entered on line 1a (see instructions)	1b	629,647	
c	Income reported to you on Form W-2 if the "Statutory Employee" box on that form was checked. Caution. See instr. before completing this line	1c		
d	Total gross receipts. Add lines 1a through 1c			1d 629,647
2	Returns and allowances plus any other adjustments (see instructions)			2 0
3	Subtract line 2 from line 1d			3 629,647
4	Cost of goods sold (from line 42)			4
5	Gross profit. Subtract line 4 from line 3			5 629,647
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)			6
7	Gross income. Add lines 5 and 6			▶ 7 629,647

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8	3,592	18	Office expense (see instructions)	18 3,634
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19
10	Commissions and fees	10		20	Rent or lease (see instructions):	
11	Contract labor (see instructions)	11	93,572	a	Vehicles, machinery, and equipment	20a 655
12	Depletion	12		b	Other business property	20b
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	85,307	21	Repairs and maintenance	21 136,482
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22 21,492
15	Insurance (other than health)	15	40,163	23	Taxes and licenses	23 4,580
16	Interest:			24	Travel, meals, and entertainment:	
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a
b	Other	16b	3,996	b	Deductible meals and entertainment (see instructions)	24b 908
17	Legal and professional services	17		25	Utilities	25 6,998
				26	Wages (less employment credits)	26
				27a	Other expenses (from line 48)	27a 217,179
				b	Reserved for future use	27b
28	Total expenses before expenses for business use of home. Add lines 8 through 27a					▶ 28 618,558
29	Tentative profit or (loss). Subtract line 28 from line 7					29 11,089
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere					30
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instr. Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.					▶ 31 11,089
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instructions for line 31. Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.					▶ 32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.

Name(s) RICHARD T HAMMOND SSN [redacted]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . . . ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (year, month, day) ▶

44 Of the total number of miles you drove your vehicle during 2011, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? . . . . . ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? . . . . . ☐ Yes ☐ No

47 a Do you have evidence to support your deduction? . . . . . ☐ Yes ☐ No

b If "Yes," is the evidence written? . . . . . ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

BANK FEES	945
POTA JON	325
FUEL	215,909

48 Total other expenses. Enter here and on line 27a 48 217,179

SCHEDULE E (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See separate instructions.

OMB No. 1545-0074

2011

Attachment Sequence No. 13

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

A Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

B If "Yes," did you or will you file all required Forms 1099? ☐ Yes ☐ No

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

Caution. For each rental property listed on line 1, check the box in the last column only if you owned that property as a member of a qualified joint venture (QJV) reporting income not subject to self-employment tax.

1 Physical address of each property - street, city, state, zip		Type-from list below	2 For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions.		Fair Rental Days	Personal Use Days	QJV
A	LYNWOOD DR LANCASTER SC 29720	4		A	365	0	
B				B			
C				C			

Type of Property:

1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental

2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:		Properties A	B	C
3a Merchant card and third party payments. For 2011, enter -0-	3a	0		
3b Payments not reported to you on line 3a	3b	4,800		
4 Total not including amounts on line 3a that are not income (see instructions)	4	4,800		
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14	1,209		
15 Supplies	15			
16 Taxes	16	634		
17 Utilities	17			
18 Depreciation expense or depletion	18	1,634		
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20	3,477		
21 Subtract line 20 from line 4. If result is a (loss), see instructions to find out if you must file Form 6198	21	1,323		
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	( )	( )	( )

23a Total of all amounts reported on line 3a for all rental properties	23a		
b Total of all amounts reported on line 3a for all royalty properties	23b		
c Total of all amounts reported on line 4 for all rental properties	23c	4,800	
d Total of all amounts reported on line 4 for all royalty properties	23d		
e Total of all amounts reported on line 12 for all properties	23e		
f Total of all amounts reported on line 18 for all properties	23f	1,634	
g Total of all amounts reported on line 20 for all properties	23g	3,477	

24 Income. Add positive amounts shown on line 21. Do not include any losses	24	1,323
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25	( )
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26	1,323

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

RICHARD T HAMMOND

Your social security number [redacted]

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. ☐ Yes ☐ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A			☐		☐
B			☐		☐
C			☐		☐
D			☐		☐

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					
b Totals	0				

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (j) of line 29b	31	( )
32	Total partnership and S corporation income or (loss). Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	LINDA BLACKMON AND NANCY HINSON TRUST	[redacted]
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A		123		
B				
34a Totals		123		
b Totals				

35	Add columns (d) and (f) of line 34a	35	123
36	Add columns (c) and (e) of line 34b	36	( )
37	Total estate and trust income or (loss). Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	123

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see instructions)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	Total income or (loss). Combine lines 26, 32, 37, 39, & 40. Enter the result here & on Form 1040, ln 17, or Form 1040NR, ln 15 ▶	41	1,446
42	Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), line 14, code F (see instructions)	42	
43	Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

SCHEDULE SE (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Self-Employment Tax

▶ Attach to Form 1040 or Form 1040NR. ▶ See separate instructions.

OMB No. 1545-0074

2011

Attachment Sequence No. 17

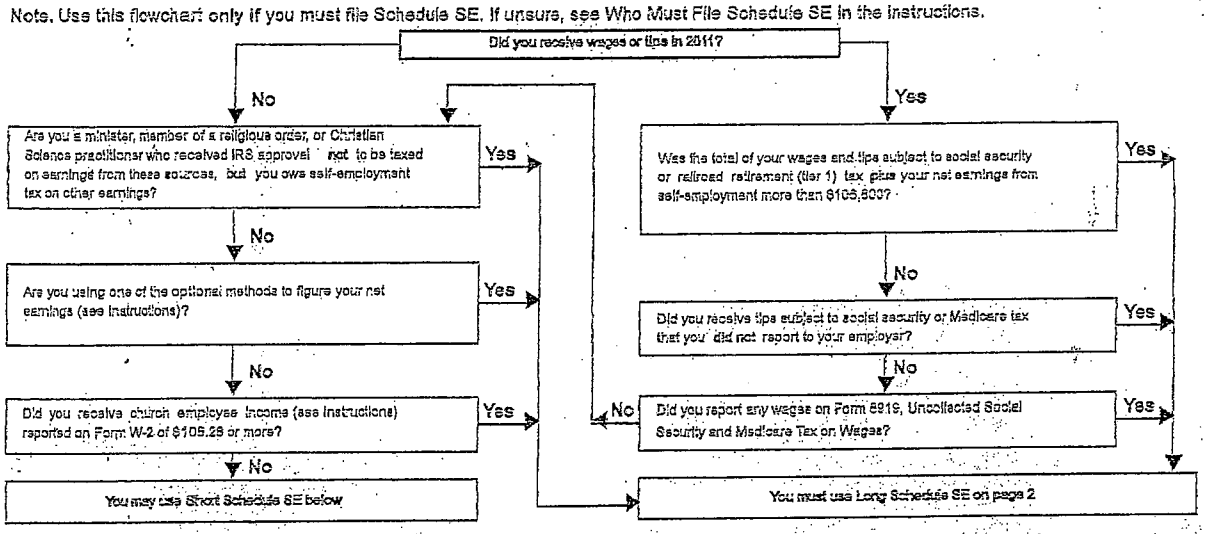
Name of person with self-employment income (as shown on Form 1040)
RICHARD T HAMMOND

Social security number of person with self-employment income ▶ [redacted]

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A - Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	11,089
3	Combine lines 1a, 1b, and 2	3	11,089
4	Multiply line 3 by 92.35% (.9235). If less than $400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b ▶	4	10,241
	Note. If line 4 is less than $400 due to Conservation Reserve Program payments on line 1b, see instructions.		
5	Self-employment tax. If the amount on line 4 is: • $106,800 or less, multiply line 4 by 13.3% (.133). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than $106,800, multiply line 4 by 2.9% (.029). Then, add $11,107.20 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5	1,362
6	Deduction for employer-equivalent portion of self-employment tax. If the amount on line 5 is: • $14,204.40 or less, multiply line 5 by 57.51% (.5751) • More than $14,204.40, multiply line 5 by 50% (.50) and add $1,067 to the result. Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	783

Form **8812**

Department of the Treasury
Internal Revenue Service (99)

Additional Child Tax Credit

Complete and attach to Form 1040, Form 1040A, or Form 1040NR.

OMB No. 1545-0074

2011

Attachment Sequence No. **47**

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

Part I All Filers

1	1040 filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51). 1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33). 1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 48). If you used Pub. 972, enter the amount from line 6 of the Child Tax Credit Worksheet in the publication.		1	1,000
2	Enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 48		2	
3	Subtract line 2 from line 1. If zero, stop; you cannot take this credit		3	1,000
4a	Earned income (see instructions)	4a 10,306		
b	Nontaxable combat pay (see instructions)	4b		
5	Is the amount on line 4a more than $3,000? ☐ No. Leave line 5 blank and enter -0- on line 6. ☒ Yes. Subtract $3,000 from the amount on line 4a. Enter the result	5 7,306		
6	Multiply the amount on line 5 by 15% (.15) and enter the result		6	1,096
	Next. Do you have three or more qualifying children? ☒ No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part II and enter the smaller of line 3 or line 6 on line 13. ☐ Yes. If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on line 13. Otherwise, go to line 7.			

Part II Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see instructions	7		
8	1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on line 60. 1040A filers: Enter -0-. 1040NR filers: Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on line 59.	8		
9	Add lines 7 and 8	9		
10	1040 filers: Enter the total of the amounts from Form 1040, lines 64a and 69. 1040A filers: Enter the total of the amount from Form 1040A, line 38a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 41 (see instructions). 1040NR filers: Enter the amount from Form 1040NR, line 65.	10		
11	Subtract line 10 from line 9. If zero or less, enter -0-		11	
12	Enter the larger of line 6 or line 11 Next, enter the smaller of line 3 or line 12 on line 13.		12	

Part III Additional Child Tax Credit

13	This is your additional child tax credit	13	1,000

Enter this amount on Form 1040, line 65, Form 1040A, line 39, or Form 1040NR, line 63.

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2011
Attachment Sequence No. **179**

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	172,484
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	HYDRAULIC HOSE MACHINE	5,000	5,000
	EQUIPMENT	3,324	3,324

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	8,324
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	8,324
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	19,413
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	8,324
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	26,038
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	956

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2011	17	29,570
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2011 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property STATEMENT						20,419
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
i	Nonresidential real property			27.5 yrs.	MM	S/L	
				39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System

20a	Class life				S/L	
b	12-year		12 yrs.		S/L	
c	40-year		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	85,307
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2011

Attachment Sequence No. **179**

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2010 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2012. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,634

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2011	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2011 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2011 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	1,634
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Federal Supporting Statements | 2011 PG01

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

STATEMENT # 2

FORM 4562 - LINE 19B

BASIS	RP	CV	METHOD	DEDUCTION
1,937	5	MQ	200 DB	484
65,000	5	MQ	200 DB	3,250
2,685	5	MQ	200 DB	940
3,000	5	MQ	200 DB	750
4,500	5	MQ	200 DB	1,125
6,000	5	MQ	200 DB	2,100
5,000	5	MQ	200 DB	1,750
15,000	5	MQ	200 DB	750
5,500	5	MQ	200 DB	1,375
800	5	MQ	200 DB	200
5,200	5	MQ	200 DB	1,820
23,500	5	MQ	200 DB	5,875
TOTAL				20,419

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 15 - INSURANCE

Description	Amount
WC INS	$ 12,217
GL	6,035
TRUCK AND EQUIPMENT INS	21,911
Total:	$ 40,163

SCHEDULE C, LINE 16 - INTEREST OTHER

Description	Amount
FFCU 2003 FORD DUALLY	$ 1,057
FIRST CITIZENS BANK BUILD MORTGAGE	2,939
Total:	$ 3,996

SCHEDULE C, LINE 21 - REPAIRS AND MAINTENANCE

Description	Amount
TIRES	$ 29,862
PARTS	68,262
PARTS	29,433
DIESEL TRUCK REPAIRS	8,925
Total:	$ 136,482

SCHEDULE C, LINE 23 - TAXES AND LICENSES

Description	Amount
REECE RD LAND	$ 996
1990 CHEV	69
1985 TOYOTA	29
1990 TRAILER	6
HEAVY USE TAX AND SCDMV FEES	3,412
1993 GMC	68
Total:	$ 4,580

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 25 - UTILITIES

Description	Amount
CELL PHONE	$ 4,494
LCNGA	582
LCWSD	650
DUKE ENERGY	1,272
Total:	$ 6,998

SCHEDULE A, LINE 6 - REAL ESTATE TAXES

Description	Amount
LAND ONLY PHIL THURMAN DR	$ 272
CHESTER COUNTY LOTS	1,347
Total:	$ 1,619

SCHEDULE A, LINE 10 - HOME MTG INTEREST AND POINTS ON FORM 1

Description	Amount
GMAC	$ 11,277
Total:	$ 11,277

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2011 INDIVIDUAL INCOME TAX RETURN

SC1040
(Rev. 9/13/11)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

[redacted]

For the year January 1 - December 31, 2011, or fiscal tax year beginning 2011 and ending 2012

Print your first name and initial	Last name	Suff.
RICHARD T	HAMMOND	
Spouse's first name, if married filing jointly	Last name	

Check if new address ☐ | filing address (number and street, Apt. no or P.O. Box) Foreign address, see instructions | County code 29

City | State | Zip | Area code | Daytime telephone [redacted]

Check if address is outside US ☐ | Foreign country address including Postal code (see instructions)

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box if filing a composite return for partnership or "S" corporation ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (3) ☐ Married filing separately. Enter spouse's SSN here: _____
(2) ☐ Married filing jointly (4) ☒ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions

Enter the number of exemptions from your 2011 federal return ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2011 ▶ _____
Enter the number of taxpayers age 65 or older, as of December 31, 2011 ▶ _____

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)
HUNTER	HAMMOND	[redacted]	SON	12/21/1999

30751028

INCOME AND ADJUSTMENTS

				Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below		1	0 00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	a	273 00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b	00	
c	Expenses related to National Guard and Military Reserve income	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	e	19,325 00	FD/ST Depr Di
2	Add lines a through e and enter the total here. These are your total additions		2	19,598 00
3	Add lines 1 and 2 and enter the total here		3	19,598 00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

				Dollars
f	State tax refund, if included on your federal return	f	00	
g	Total and permanent disability retirement income, if taxed on your federal return	g	00	
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h	00	
i	44% of net capital gains held for more than one year (See instructions)	i	00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j	00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k	00	
l	Active Trade or Business income deduction (See instructions)	l	00	
m	Interest income from obligations of the US government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	o	00	
p	Caution: Retirement Deduction (See instructions)			
p-1	Taxpayer: date of birth _____	p-1	00	
p-2	Spouse: date of birth _____	p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth _____	q-1	00	
q-2	Spouse: date of birth _____	q-2	00	
r	Negative amount of federal taxable income	r	9,474 00	
s	Subsistence allowance _____ days @ $5.00	s	00	
t	Dependents under the age of 6 years on December 31 of the tax year	t	00	
u	Other subtractions (See instructions)	u	00	
4	Add lines f through u and enter here. These are your total subtractions		4	< 9,474 00>
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX		5	10,124 00
6	TAX: enter tax from SOUTH CAROLINA tax tables	6	287 00	
7	TAX on Lump Sum Distribution (Attach SC4972)	7	00	
8	TAX on Active Trade or Business Income (Attach I-335)	8	00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9	00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX		10	287 00
11	Child and Dependent Care (See instructions)	11	00	
12	Two Wage Earner Credit (See instructions)	12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13	00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here		14	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here		15	287 00

PAYMENTS AND REFUNDABLE CREDITS

16	SC INCOME TAX WITHHELD (Attach W-2 or SC41)		00	20	Other SC withholding (Attach Form 1099)		00
17	2011 estimated tax payments		00	21	Tuition tax credit (Attach I-319)		00
18	Amount paid with extension		00	22	Other refundable credit(s)		00
19	NR sale of real estate		00				

Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334)

23	Add lines 16 through 22 and enter the total here . . . . . These are your TOTAL PAYMENTS	23		00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25	287	00
26	USE TAX: (Due on out-of-state purchases. See instructions) 0 00			
27	Amount of line 24 to be credited to your 2012 Estimated Tax 00			
28	Total Contributions for Check-offs (Attach I-330) 00			
29	Add lines 26 through 28 and enter the total here	29		00
30	If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (see refund check box below) . . . . . REFUND	30		00
31	Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31	287	00
32	Late filing and/or late payment: Penalties _____ Interest _____ (See instructions) Enter total here	32		00
33	Penalty for Underpayment of Estimated Tax (Attach SC2210) . . . . . (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax	33		00
34	Add lines 31 through 33 and enter the AMOUNT YOU OWE here . . . . . BALANCE DUE	34	287	00

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2011 SC1040" on the payment.

NOTE: A taxpayer owing fifteen thousand dollars or more in connection with any return to be filed with the department must pay electronically per SC Code of Laws Section 12-54-250(A)(1).

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)
	01-27-2014	

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer.	Yes ☒ No ☐	Preparer's printed name
		Brian Watts

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only	Preparer signature	Date 01-27-2014	Check if self-employed ☒	PTIN [redacted]
	Firm name (or yours if self-employed) and address and Zip Code: JW WATTS TAX SERVICE, 108 SOUTH WHITE STREET, Lancaster SC 29720			FEIN 20-5818033
				Phone No. 803-283-8511

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

☐ REFUND NOTICE: South Carolina will soon offer the option for taxpayers to receive their refund on a VISA Debit Card if you are not using the direct deposit option for your refund and you still prefer to receive a paper check in the mail, please check this box. Otherwise, if available you will receive a Visa Debit Card.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/INT on its secure, confidential website www.sctax.org instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return. The website information would allow you to print a copy of the form if needed. Check the box below and provide a valid email address to receive more information and instructions about this new program when available.

☐ Yes, I wish to receive information about accessing my 1099-G/INT information through the SCDOR website.	Email Address

2012

[redacted]

Richard T Hammond
2552 Kirkover Dr

FILED
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OF COURT
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CLERK OF COURT
LANCASTER, S

$175

Enclosed you will find your Federal and State income tax returns, based on the information you provided. Each return is to be filed with the appropriate tax office. An additional copy has been furnished for your records. Please review and sign each return prior to mailing.

If you have any questions about your returns, please feel free to give us a call. We are available throughout the year should you require further assistance. Thank you for allowing us to be of service.

Privacy Statement

As our client, your privacy is important to us; therefore, we have adopted the following Privacy Policy.

We collect nonpublic personal information about you from various sources, including the following:

* Information we receive from interviews regarding your tax situation;

* Information we receive on applications, organizers, or by other means, such as your name, address, telephone number, social security number, dependents, income and other tax-related data;

* Information from tax-related documents you provide that are required to process tax returns, such as Form's W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions, etc.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as requested by our customers or as required by law.

We restrict access to nonpublic personal information concerning you, except to employees who need access to such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about our Privacy Policy, please contact us.

Form **1040** Department of the Treasury - Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2012** OMB No. 1545-0074 IRS Use Only-Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2012, or other tax year beginning , 2012, ending , 20 — See separate instructions.

Your first name and initial	Last name	Your social security number
RICHARD T	HAMMOND	[redacted]
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street) — Apt. no. — ⚠ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☒ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☐ Spouse

Boxes checked on 6a and 6b: 1
No. of children on 6c who:
- lived with you: 1
- did not live with you due to divorce or separation (see instructions):

Dependents on 6c not entered above:
Add numbers on lines above ▶: 2

c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Ch. if child under age 17 qualifying for child tax credit (see instructions)
HUNTER	HAMMOND	657-07-4642	SON	☒
				☐
				☐
				☐

If more than four dependents, see instructions and check here ▶ ☐

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	Taxable interest. Attach Schedule B if required		8a	3,153
b	Tax-exempt interest. Do not include on line 8a	8b 2,625		
9a	Ordinary dividends. Attach Schedule B if required		9a	2
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	23,676
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	848
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount	20b	
21	Other income		21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶		22	27,679

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27	1,672	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29		
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 35		36	1,672
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	26,007

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2012)
EEA

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	26,007
	39a	Check if: ☐ You were born before January 2, 1948, ☐ Blind. ☐ Spouse was born before January 2, 1948, ☐ Blind. } Total boxes checked ▶ 39a			
Standard Deduction for - • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $5,950; Married filing jointly or Qualifying widow(er), $11,900; Head of household, $8,700	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	14,937
	41	Subtract line 40 from line 38		41	11,070
	42	Exemptions. Multiply $3,800 by the number on line 6d		42	7,600
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	3,470
	44	Tax (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐ 962 election		44	348
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	
	46	Add lines 44 and 45 ▶		46	348
	47	Foreign tax credit. Attach Form 1116 if required	47		
	48	Credit for child and dependent care expenses. Attach Form 2441	48		
	49	Education credits from Form 8863, line 19	49		
	50	Retirement savings contributions credit. Attach Form 8880	50		
	51	Child tax credit. Attach Schedule 8812, if required	51	348	
	52	Residential energy credit. Attach Form 5695	52		
	53	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	53		
	54	Add lines 47 through 53. These are your total credits		54	348
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶		55	0
Other Taxes	56	Self-employment tax. Attach Schedule SE		56	2,908
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		58	
	59 a	Household employment taxes from Schedule H		59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		59b	
	60	Other taxes. Enter code(s) from instructions		60	
	61	Add lines 55 through 60. This is your total tax ▶		61	2,908
Payments	62	Federal income tax withheld from Forms W-2 and 1099	62		
If you have a qualifying child, attach Schedule EIC.	63	2012 estimated tax payments and amount applied from 2011 return	63		
	64a	Earned income credit (EIC)	64a		
	b	Nontaxable combat pay election 64b			
	65	Additional child tax credit. Attach Schedule 8812	65	652	
	66	American opportunity credit from Form 8863, line 8	66		
	67	Reserved	67		
	68	Amount paid with request for extension to file	68		
	69	Excess social security and tier 1 RRTA tax withheld	69		
	70	Credit for federal tax on fuels. Attach Form 4136	70		
	71	Credits from Form: a ☐ 2439 b ☒ Reserved c ☐ 8801 d ☐ 8885	71		
	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶		72	652
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid		73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ ☐		74a	
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type: ☐ Checking ☐ Savings			
	▶ d	Account number			
	75	Amount of line 73 you want applied to your 2013 estimated tax ▶	75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶		76	2,283
	77	Estimated tax penalty (see instructions)	77	27	

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ▶ Brian Watts Phone no. ▶ 803-283-8511 Personal identification number (PIN) ▶ 24968

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		CONST	[redacted]4
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	Identity Protection PIN (see inst.)

Paid Preparer Use Only

Preparer's signature	Date	Check ☐ if self-employed	PTIN
	05-09-2014		[redacted]
Print/Type preparer's name: Brian Watts			
Firm's name ▶ JW Watts Tax Service		Firm's EIN ▶	20-5818033
Firm's address ▶		Phone no.	803-283-8511

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SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Information about Schedule A and its separate instructions is at www.irs.gov/form1040.

▶ Attach to Form 1040.

OMB No. 1545-0074

2012

Attachment Sequence No. 07

Name(s) shown on Form 1040

RICHARD T HAMMOND

Your social security number [redacted]

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38	2		
	3	Multiply line 2 by 7.5% (.075)	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	
Taxes You Paid	5	State and local (check only one box): a ☐ Income taxes, or b ☒ General sales taxes ▶	5	481	
	6	Real estate taxes (see instructions)	6	1,986	
	7	Personal property taxes	7		
	8	Other taxes. List type and amount ▶	8		
	9	Add lines 5 through 8		9	2,467
Interest You Paid	10	Home mortgage interest and points reported to you on Form 1098	10	12,470	
Note. Your mortgage interest deduction may be limited (see instructions).	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11		
	12	Points not reported to you on Form 1098. See instructions for special rules	12		
	13	Mortgage insurance premiums (see instructions)	13		
	14	Investment interest. Attach Form 4952 if required. (See instructions.)	14		
	15	Add lines 10 through 14		15	12,470
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16	Gifts by cash or check. If you made any gift of $250 or more, see instructions	16		
	17	Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	17		
	18	Carryover from prior year	18		
	19	Add lines 16 through 18		19	
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20	
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instr.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38	25		
	26	Multiply line 25 by 2% (.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	
Other Miscellaneous Deductions	28	Other - from list in instructions. List type and amount ▶		28	
Total Itemized Deductions	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40		29	14,937
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐			

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040.

▶ Information about Sch. B (Form 1040A or 1040) & its instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment Sequence No. 08

Name(s) shown on return

RICHARD T HAMMOND

Your social security number [redacted]

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶		
	RICHARD W BLACKMON FAMILY		3,153
		1	
	INTEREST SUBTOTAL 3,153		
2	Add the amounts on line 1	2	3,153
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	3,153

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶		
	RICHARD W BLACKMON FAMILY		2
		5	
	DIVIDEND SUBTOTAL 2		
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	2

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions.)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2012, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions		
	If "Yes," are you required to file Form TD F 90-22.1 to report that financial interest or signature authority? See Form TD F 90-22.1 and its instructions for filing requirements and exceptions to those requirements		
b	If you are required to file Form TD F 90-22.1, enter the name of the foreign country where the financial account is located ▶		
8	During 2012, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		

SCHEDULE C (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec.

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2012

Attachment Sequence No. 09

Name of proprietor: RICHARD T HAMMOND

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): DOZIER WORK

B Enter code from instructions ▶

C Business name. If no separate business name, leave blank.: HAMMOND LAND CLEARING

D Employer ID number (EIN), (see instr.): 57-0921763

E Business address (including suite or room no.) ▶

City, state, and ZIP

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses . [X] Yes [ ] No

H If you started or acquired this business during 2012, check here ▶ [ ]

I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) . [ ] Yes [X] No

J If "Yes," did you or will you file required Forms 1099? [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	627,879
2	Returns and allowances (see instructions)	2	0
3	Subtract line 2 from line 1	3	627,879
4	Cost of goods sold (from line 42)	4	47,773
5	Gross profit. Subtract line 4 from line 3	5	580,106
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	40,000
7	Gross income. Add lines 5 and 6 ▶	7	620,106

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	2,620
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	100,004	21	Repairs and maintenance	21	70,476
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	44,041	23	Taxes and licenses	23	12,366
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b	3,023	b	Deductible meals and entertainment (see instructions)	24b	1,354
17	Legal and professional services	17		25	Utilities	25	6,142
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	356,404
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	29	596,430
29	Tentative profit or (loss). Subtract line 28 from line 7	29	23,676
30	Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	23,676
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2012

EEA

Name(s) RICHARD T HAMMOND SSN [redacted]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	47,773
39	Other costs	39	
40	Add lines 35 through 39	40	47,773
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	47,773

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (year, month, day) ▶ _____

44 Of the total number of miles you drove your vehicle during 2012, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45	Was your vehicle available for personal use during off-duty hours?	[ ] Yes	[ ] No
46	Do you (or your spouse) have another vehicle available for personal use?	[ ] Yes	[ ] No
47 a	Do you have evidence to support your deduction?	[ ] Yes	[ ] No
b	If "Yes," is the evidence written?	[ ] Yes	[ ] No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

INDEPENDENT HAULERS	37,549
OUTSIDE SERVICES	28,031
FUEL	198,691
LABOR COSTS	91,821
TRASH REMOVAL	312

48 Total other expenses. Enter here and on line 27a 48 356,404

SCHEDULE E
(Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment Sequence No. 13

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

B If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

1a Physical address of each property (street, city, state, ZIP code)	1b Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.		Fair Rental Days	Personal Use Days	QJV
A	4		A	365	0	
B			B			
C			C			

Type of Property:

1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental

2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:		Properties: A	B	C
3 Rents received	3	4,800		
4 Royalties received	4			
Expenses:				
5 Advertising	5			
6 Auto and travel (see instructions)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see instructions)	12			
13 Other interest	13			
14 Repairs	14	2,563		
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Depreciation expense or depletion	18	1,634		
19 Other (list) ▶	19			
20 Total expenses. Add lines 5 through 19	20	4,197		
21 Subtract line 20 from line 3 (rents) and/or 4(royalties). If result is a (loss), see instructions to find out if you must file Form 6198	21	603		
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)	22	( )	( )	( )

23a Total of all amounts reported on line 3 for all rental properties	23a	4,800	
b Total of all amounts reported on line 4 for all royalty properties	23b		
c Total of all amounts reported on line 12 for all properties	23c		
d Total of all amounts reported on line 18 for all properties	23d	1,634	
e Total of all amounts reported on line 20 for all properties	23e	4,197	
24 Income. Add positive amounts shown on line 21. Do not include any losses	24		603
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25		(0)
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26		603

For Paperwork Reduction Act Notice, see your tax return instructions. Schedule E (Form 1040) 2012

EEA

Name(s) shown on return. Do not enter name and social security number if shown on page 1. Your social security number [redacted]

RICHARD T HAMMOND

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. ☐ Yes ☐ No

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A			☐		☐
B			☐		☐
C			☐		☐
D			☐		☐

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					
b Totals	0				

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	( )
32	Total partnership and S corporation income or (loss). Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	RICHARD W BLACKMON FAMILY TRUST	57-6149106
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A		245		
B				
34a Totals		245		
b Totals				

35	Add columns (d) and (f) of line 34a	35	245
36	Add columns (c) and (e) of line 34b	36	( )
37	Total estate and trust income or (loss). Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	245

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see instructions)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	Total income or (loss). Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18 ▶	41	848
42	Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code U; and Schedule K-1 (Form 1041), box 14, code F (see instructions)	42	
43	Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

SCHEDULE SE (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

▶ Information about Schedule SE and its separate instructions is at www.irs.gov/form1040.

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2012

Attachment Sequence No. 17

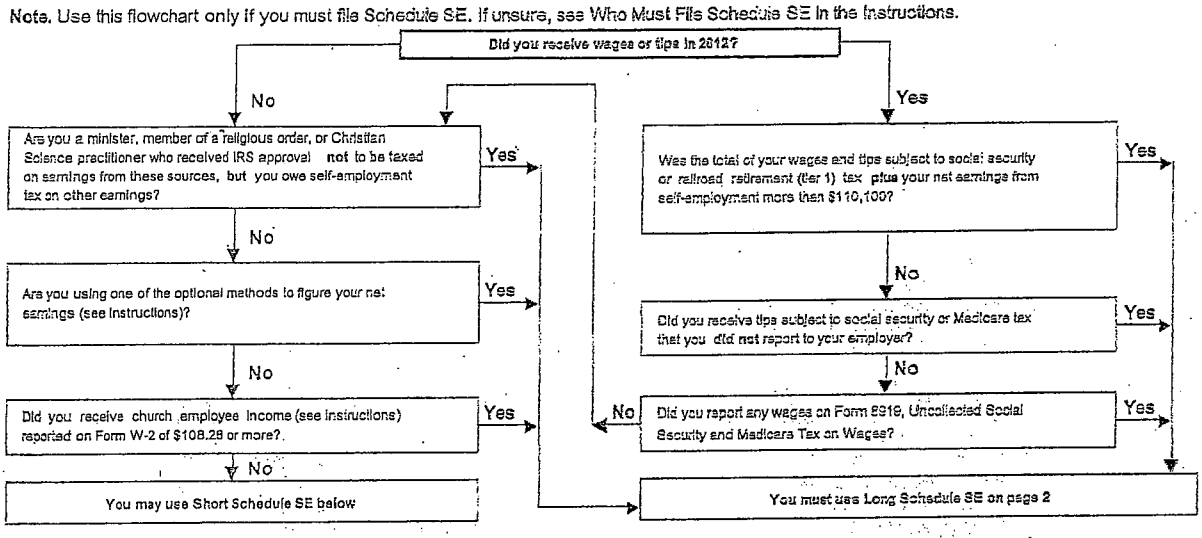
Name of person with self-employment income (as shown on Form 1040)
RICHARD T HAMMOND

Social security number of person with self-employment income ▶ [redacted]

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A - Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	23,676
3	Combine lines 1a, 1b, and 2	3	23,676
4	Multiply line 3 by 92.35% (.9235). If less than $400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b ▶ Note. If line 4 is less than $400 due to Conservation Reserve Program payments on line 1b, see instructions.	4	21,865
5	Self-employment tax. If the amount on line 4 is: • $110,100 or less, multiply line 4 by 13.3% (.133). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than $110,100, multiply line 4 by 2.9% (.029). Then, add $11,450.40 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5	2,908
6	Deduction for employer-equivalent portion of self-employment tax. If the amount on line 5 is: • $14,643.30 or less, multiply line 5 by 57.51% (.5751) • More than $14,643.30, multiply line 5 by 50% (.50) and add $1,100 to the result. Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	1,672

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2012

EEA

SCHEDULE 8812 (Form 1040A or 1040)
Department of the Treasury
Internal Revenue Service (99)

Child Tax Credit

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.
▶ Information about Schedule 8812 and its separate instructions is at www.irs.gov/form1040.

OMB No. 1545-0074

2012

Attachment Sequence No. 47

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I Filers Who Have Certain Child Dependent(s) with an ITIN (Individual Taxpayer Identification Number)

CAUTION ! Complete this part only for each dependent who has an ITIN and for whom you are claiming the child tax credit. If your dependent does not qualify for the credit, you cannot include that dependent in the calculation of this credit.

Answer the following questions for each dependent listed on Form 1040, line 6c, Form 1040A, line 6c, or Form 1040NR, line 7c, who has an ITIN (Individual Taxpayer Identification Number) and that you indicated qualified for the child tax credit by checking column (4) for that dependent.

A For the first dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

B For the second dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

C For the third dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

D For the fourth dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

Note: If you have more than four dependents identified with an ITIN and listed as a qualifying child for the child tax credit, see the instructions and check here . . . . . ▶ ☐

Part II Additional Child Tax Credit Filers

1 1040 filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51).
1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33).
1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 48).
If you used Pub. 972, enter the amount from line 6 of the Child Tax Credit Worksheet in the publication. — 1 — 1,000

2 Enter the amount from Form 1040, line 51, Form 1040A, line 33, or Form 1040NR, line 48 . . . . . 2 — 348

3 Subtract line 2 from line 1. If zero, stop; you cannot take this credit . . . . . 3 — 652

4a Earned income (see instructions) . . . . . 4a — 22,004

b Nontaxable combat pay (see separate instructions) 4b

5 Is the amount on line 4a more than $3,000?
☐ No. Leave line 5 blank and enter -0- on line 6.
☒ Yes. Subtract $3,000 from the amount on line 4a. Enter the result . . 5 — 19,004

6 Multiply the amount on line 5 by 15% (.15) and enter the result . . . . . 6 — 2,851

Next. Do you have three or more qualifying children?
☒ No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part III and enter the smaller of line 3 or line 6 on line 13.
☐ Yes. If line 6 is equal to or more than line 3, skip Part III and enter the amount from line 3 on line 13. Otherwise, go to line 7.

Part III Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see separate instructions	7		
8	**1040 filers:** Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on line 60. **1040A filers:** Enter -0-. **1040NR filers:** Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on line 59.	8		
9	Add lines 7 and 8	9		
10	**1040 filers:** Enter the total of the amounts from Form 1040, lines 64a and 69. **1040A filers:** Enter the total of the amount from Form 1040A, line 38a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 41 (see separate instructions). **1040NR filers:** Enter the amount from Form 1040NR, line 65.	10		
11	Subtract line 10 from line 9. If zero or less, enter -0-		11	
12	Enter the larger of line 6 or line 11 Next, enter the smaller of line 3 or line 12 on line 13.		12	

Part IV Additional Child Tax Credit

13	This is your additional child tax credit	13	652

Enter this amount on Form 1040, line 65, Form 1040A, line 39, or Form 1040NR, line 63.

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2012

Attachment Sequence No. **179**

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	56,940
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	Statement #2	37,414	37,414

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	37,414
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	37,414
10	Carryover of disallowed deduction from line 13 of your 2011 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	61,090
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	37,414
13	Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	956

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2012	17	57,729
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property		19,526	5	HY	200 DB	3,905
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	100,004
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions. Form 4562 (2012)

EEA

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2012

Attachment Sequence No. 179

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2011 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,634

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2012	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	1,634
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Federal Supporting Statements	2012 PG01
Name(s) as shown on return	Your Social Security Number
RICHARD T HAMMOND	[redacted]

FORM 4562 - LINE 6

Statement #2

DESCRIPTION OF PROPERTY	COST	ELECTED COST
1989 TRAIL KING HAULER	11,610	11,610
SMALL ENCLOSED TRAILER	2,500	2,500
1988 VOLVO TRACTOR	4,752	4,752
1993 WHITE TRACTOR	4,752	4,752
TIRE BAR	800	800
EVANS LOG TRAILER	6,000	6,000
2008 DODGE 2500	5,500	5,500
HONDA MOTOR FOR COMPRESSOR	1,500	1,500
TOTAL	37,414	37,414

1040 Overflow Statement 2012 Page 1

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 1 - GROSS RECEIPTS

Description	Amount
MCKITTRICK TIMBER	$ 3,242
MCKITTRICK TIMBER LLC	127,599
WILLIAMS FOREST PRODUCTS	288,899
GRIGGS FORESTRY SERVICES LLC	138,039
CANAL WOOD LLC	70,100
Total:	$ 627,879

SCHEDULE C, LINE 15 - INSURANCE

Description	Amount
WC INS	$ 12,572
GL	7,685
TRUCK AND EQUIPMENT INS	23,784
Total:	$ 44,041

SCHEDULE C, LINE 16 - INTEREST OTHER

Description	Amount
FFCU 2003 FORD DUALLY	$ 56
FIRST CITIZENS BANK BUILD MORTGAGE	2,967
Total:	$ 3,023

SCHEDULE C, LINE 21 - REPAIRS AND MAINTENANCE

Description	Amount
TIRES	$ 21,682
PARTS	48,794
Total:	$ 70,476

SCHEDULE C, LINE 23 - TAXES AND LICENSES

Description	Amount
REECE RD LAND	$ 822
1369 LYNWOOD DR SHOP	1,422
HEAVY USE TAX AND SCDMV FEES	8,694
LYMON LAND	651
2003 FORD	317
2008 DODGE	460
Total:	$ 12,366

OVERFLOW.LD

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 25 - UTILITIES

Description	Amount
CELL PHONE	$ 3,808
LCNGA	435
LCWSD	726
DUKE ENERGY	1,173
Total:	$ 6,142

SCHEDULE A, LINE 6 - REAL ESTATE TAXES

Description	Amount
PERSONAL HOUSE	$ 1,622
LAND ONLY PHIL THURMAN DR	364
Total:	$ 1,986

SCHEDULE A, LINE 10 - HOME MTG INTEREST AND POINTS ON FORM 1

Description	Amount
GMAC	$ 12,470
Total:	$ 12,470

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2012 INDIVIDUAL INCOME TAX RETURN

SC1040
(Rev. 8/10/12)
3075

Your social security number	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN, SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2012, or fiscal tax year beginning 2012 and ending 2013

Print your first name and initial	Last name	Suff.
RICHARD T	HAMMOND	
Spouse's first name, if married filing jointly	Last name	

Check if new address ☐	Mailing address (number and street, Apt. no or P.O. Box) Foreign address, see instructions	County code
	2552 KIRKOVER DR	29

City	State	Zip	Area code	Daytime telephone
LANCASTER	SC	29720	[redacted]	

Check if address is outside US ☐	Foreign country address including Postal code (see instructions)

Check this box if you are filing SC Schedule NR (Part year/Nonresident) . . . . . ▶ ☐
Check this box if filing a composite return for partnership or "S" corporation . . . . . ▶ ☐
Check this box if you have filed a federal or state extension . . . . . ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period . . . . . ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA . . . . . ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (3) ☐ Married filing separately. Enter spouse's SSN here: _____
(2) ☐ Married filing jointly (4) ☒ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2012 federal return . . . . . ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2012 . . ▶ _____
Enter the number of taxpayers age 65 or older, as of December 31, 2012 . . . . . ▶ _____

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)
HUNTER	HAMMOND	[redacted]	SON	12/21/1999

HAMMOND [redacted] 2012

INCOME AND ADJUSTMENTS

				Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below		1	3,470 00
ADDITIONS TO FEDERAL TAXABLE INCOME				
a	State tax addback, if itemizing on federal return (See instructions)	a 481 00		
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b 00		
c	Expenses related to National Guard and Military Reserve income	c 00		
d	Interest income on obligations of states and political subdivisions other than South Carolina	d 00		
e	Other additions to income. Attach an explanation (See instructions)	e 1,525 00		K1 F ADJUSTME
2	Add lines a through e and enter the total here. These are your total additions		2	2,006 00
3	Add lines 1 and 2 and enter the total here		3	5,476 00
SUBTRACTIONS FROM FEDERAL TAXABLE INCOME				Dollars
f	State tax refund, if included on your federal return	f 00		
g	Total and permanent disability retirement income, if taxed on your federal return	g 00		
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h 00		
i	44% of net capital gains held for more than one year (See instructions)	i 00		
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j 00		
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k 00		
l	Active Trade or Business Income deduction (See instructions)	l 00		
m	Interest income from obligations of the US government	m 00		
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n 00		
o	Social security and/or railroad retirement, if taxed on your federal return	o 00		
p	Caution: Retirement Deduction (See instructions)			
p-1	Taxpayer: date of birth _____	p-1 00		
p-2	Spouse: date of birth _____	p-2 00		
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3 00		
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4 00		
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth _____	q-1 00		
q-2	Spouse: date of birth _____	q-2 00		
r	Negative amount of federal taxable income	r 00		
s	Subsistence allowance _____ days @ $8.00	s 00		
t	Dependents under the age of 6 years on December 31 of the tax year	t 00		
u	Other subtractions (See instructions) . FD/ST. Depr. Diff.	u 8,548 00		
4	Add lines f through u and enter here. These are your total subtractions		4	< 8,548 00 >
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero here . . . . This is your South Carolina INCOME SUBJECT TO TAX		5	0 00
6	TAX: enter tax from SOUTH CAROLINA tax tables	6 00		
7	TAX on Lump Sum Distribution (Attach SC4972)	7 00		
8	TAX on Active Trade or Business Income (Attach I-335)	8 00		
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9 00		
10	Add lines 6 through 9 and enter the total here . . . . This is your TOTAL SOUTH CAROLINA TAX		10	00
11	Child and Dependent Care (See instructions)	11 00		
12	Two Wage Earner Credit (See instructions)	12 00		
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13 00		
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here		14	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here		15	0 00

HAMMOND [redacted] 2012

PAYMENTS AND REFUNDABLE CREDITS

16	SC INCOME TAX WITHHELD (Attach W-2 or SC41)	00	20	Other SC withholding (Attach Form 1099)	00
17	2012 estimated tax payments	00	21	Tuition tax credit (Attach I-319)	00
18	Amount paid with extension	00	22	Other refundable credit(s)	00
19	NR sale of real estate	00		Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334)	

23	Add lines 16 through 22 and enter the total here . . . . . These are your TOTAL PAYMENTS	23		00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25		00
26	USE TAX: (See Instructions)	26	0 00	
27	Amount of line 24 to be credited to your 2013 Estimated Tax	27	00	
28	Total Contributions for Check-offs (Attach I-330)	28	00	
29	Add lines 26 through 28 and enter the total here	29		00
30	If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) . . . . . REFUND ▶	30		00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank of America

30b Direct Deposit (for US Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) — Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (BAN) — 1-17 digits

31	Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31		00
32	Late filing and/or late payment: Penalties _____ Interest _____ (See instructions) Enter total here	32		00
33	Penalty for Underpayment of Estimated Tax (Attach SC2210) Exception to Underpayment of Estimated Tax (See instructions and enter letter in box if applicable)	33		00
34	Add lines 31 through 33 and enter the AMOUNT YOU OWE here . . . . . BALANCE DUE ▶	34		00

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2012 SC1040" on the payment.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/INT on its secure, confidential website www.sctax.org instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return. The website information would allow you to print a copy of the form if needed. Check the box below and provide a valid email address to receive more information and instructions about this new program when available.

☐ Yes, I wish to receive information about accessing my 1099-G/INT information through the SCDOR website. Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature | Date 05-09-2014 | Spouse's signature (if married filing jointly, BOTH must sign)

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐ | Preparer's printed name Brian Watts

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only	Preparer signature	Date 05-09-2014	Check if self-employed ☐	PTIN [redacted]
	Firm name (or yours if self-employed) and address and Zip Code: JW Watts Tax Service, 108 S White Street, Lancaster SC 29720		FEIN 20-5818033	Phone No. 803-283-8511

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

175 307530 24

State Depreciation Difference	State Income Adjustment due to differences in depreciation between the Federal and State (Keep for your records)	2012

Name(s) as shown on return

RICHARD T HAMMOND

Identification number [redacted]

Taxpayer/Business	Federal	State Portion	Difference
Bonus Depreciation	0	0	0
Section 179 Expense	37,414	37,414	0
Regular Depreciation not associated with Section 179	64,224	72,772	(8,548)
Regular Depreciation on Section 179 Difference	0	0	0
Total:	101,638	110,186	(8,548)

Spouse	Federal	State Portion	Difference
Bonus Depreciation	0	0	0
Section 179 Expense	0	0	0
Regular Depreciation not associated with Section 179	0	0	0
Regular Depreciation on Section 179 Difference	0	0	0
Total:	0	0	0

Combined Totals	Federal	State Portion	Difference
Bonus Depreciation	0	0	0
Section 179 Expense	37,414	37,414	0
Regular Depreciation not associated with Section 179	64,224	72,772	(8,548)
Regular Depreciation on Section 179 Difference	0	0	0
Total:	101,638	110,186	(8,548)

Form **4562** (Rev. 12/11)

South Carolina

Depreciation and Amortization

(Including Information on Listed Property)

Note: SC does not allow any additional depreciation benefits provided by I.R.C. Section 168(k) and 1400L.

▶ See separate instructions. ▶ Attach to your return.

2012

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identification number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	56,940
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
	Statement #1		37,414

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	37,414
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	37,414
10	Carryover of disallowed deduction from line 13 of your 2011 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	61,090
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	37,414
13	Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	956

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2012	17	66,121
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property		19,526	5	HY	200 DB	3,905
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property			25 yrs.		S/L	
g	25-year property			27.5 yrs.	MM	S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				39 yrs.	MM	S/L	
i	Nonresidential real property				MM	S/L	

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	108,396
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form **4562**
(Rev. 12/11)

South Carolina

Depreciation and Amortization
(Including information on Listed Property)

Note: SC does not allow any additional depreciation benefits provided by I.R.C. Section 168(k) and 1400L.

▶ See separate instructions. ▶ Attach to your return.

2012

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identification number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	56,940
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2011 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2013. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 165(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,790

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2012	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2012 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property			25 yrs.		S/L	
g	25-year property			27.5 yrs.	MM	S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				39 yrs.	MM	S/L	
i	Nonresidential real property				MM	S/L	

Section C - Assets Placed in Service During 2012 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L
b	12-year			12 yrs.		S/L
c	40-year			40 yrs.	MM	S/L

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	1,790
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

2013

[redacted]

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 18 PM 2:13
CLERK OF COURT
LANCASTER, SC

Richard T Hammond
2552 Kirkover Dr
Lancaster, SC 29720

$175

Enclosed you will find your Federal and State income tax returns, based on the information you provided. Each return is to be filed with the appropriate tax office. An additional copy has been furnished for your records. Please review and sign each return prior to mailing.

If you have any questions about your returns, please feel free to give us a call. We are available throughout the year should you require further assistance. Thank you for allowing us to be of service.

Privacy Statement

As our client, your privacy is important to us; therefore, we have adopted the following Privacy Policy.

We collect nonpublic personal information about you from various sources, including the following:

* Information we receive from interviews regarding your tax situation;

* Information we receive on applications, organizers, or by other means, such as your name, address, telephone number, social security number, dependents, income and other tax-related data;

* Information from tax-related documents you provide that are required to process tax returns, such as Form's W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions, etc.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as requested by our customers or as required by law.

We restrict access to nonpublic personal information concerning you, except to employees who need access to such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about our Privacy Policy, please contact us.

1024

5 7 0 2 4 2 0 6 0 3 2

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453
(Rev. 7/23/13)
3299

Please print or type.

Your first name and initial: RICHARD T
Last name: HAMMOND
Your social security number: [redacted]
If joint return, spouse's first name and initial
Last name, if different
Spouse's social security number
Home address (number and street, apt. number or RR): 2552 KIRKOVER DR
Daytime telephone #: [redacted]
Tax Year: 2013
City, town or post office, state and ZIP code: LANCASTER, SC 29720

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income (SC1040, line 1)	1	18,671 00
2. Net SC tax (SC1040, line 15)	2	284 00
3. Use Tax	3	00
4. Total Tax	4	284 00
5. SC Income Tax Withheld (SC1040, lines 16 & 20)	5	00
6. Tuition Tax Credit (SC1040, line 21)	6	00
7. Refund (SC1040, line 30)	7	00
8. Amount you owe (SC1040, line 34)	8	284 00

DO NOT MAIL

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See Instructions.)

STAPLE COPIES OF STATE W-2(s) and 1099(s) HERE

9. Routing transit number (RTN) — The first two numbers of the RTN must be 01 through 12 or 21 through 32.
10. Bank account number (BAN)
11. Type of account: ☐ Checking ☐ Savings
12. Withdrawal Date — Withdrawal Amount $

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. ☐ a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.

☐ b. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment. Under the terms of this authorization, I can revoke this authorization by notifying the South Carolina Department of Revenue no later than two business days prior to the withdrawal (settlement) date by calling 803-898-1715.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. **Do not submit this form to the SC Department of Revenue. Keep with your records.**

Sign Here — Your signature: 05-22-2014 — Date — Spouse's signature (If joint, BOTH must sign) — Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See Instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Income Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. *I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.*

ERO's Use Only

ERO signature — Date: 05-22-2014 — Check if also paid preparer: ☒ — Check if self-employed: ☐ — PTIN: [redacted]
Firm name (or yours if self-employed) and address: JW Watts Tax Service, 108 S White Street, Lancaster SC — FEIN: 20-5818033 — Zip code: 29720

Paid Preparer's Use Only 180

Preparer signature — Date — Check if self-employed: ☐ — PTIN
Firm name (or yours if self-employed) and address — FEIN — ZIP code

KEEP FOR YOUR RECORDS

Form **8879**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization

▶ Do not send to the IRS. This is not a tax return.
▶ Keep this form for your records.
▶ Information about Form 8879 and its instructions is at www.irs.gov/form8879.

OMB No. 1545-0074

2013

Submission Identification Number (SID) ▶ 0

Taxpayer's name: RICHARD T HAMMOND

Social security number: [redacted]

Spouse's name:

Spouse's social security number:

Part I Tax Return Information - Tax Year Ending December 31, 2013 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	40,912
2	Total tax (Form 1040, line 61; Form 1040A, line 35; Form 1040EZ, line 10)	2	2,196
3	Federal income tax withheld (Form 1040, line 62; Form 1040A, line 36; Form 1040EZ, line 7)	3	
4	Refund (Form 1040, line 74a; Form 1040A, line 43a; Form 1040EZ, line 11a; Form 1040-SS, Part I, line 13a)	4	
5	Amount you owe (Form 1040, line 78; Form 1040A, line 45; Form 1040EZ, line 12)	5	1,217

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2013, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate this authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

☒ I authorize JW Watts Tax Service to enter or generate my PIN [redacted]
ERO firm name — Enter five numbers, but do not enter all zeros
as my signature on my tax year 2013 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2013 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ _____ Date ▶ 05-22-2014

Spouse's PIN: check one box only

☐ I authorize _____ to enter or generate my PIN _____
ERO firm name — Enter five numbers, but do not enter all zeros
as my signature on my tax year 2013 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2013 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ _____ Date ▶ _____

Practitioner PIN Method Returns Only - continue below

Part III Certification and Authentication - Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. [redacted]
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2013 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Brian Watts Date ▶ 05-22-2014

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **1040** Department of the Treasury - Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2013** OMB No. 1545-0074 IRS Use Only-Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2013, or other tax year beginning , 2013, ending , 20 — See separate instructions.

Your first name and initial	Last name	Your social security number
RICHARD T	HAMMOND	[redacted]
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). Apt. no. — Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☐ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☒ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☐ Spouse
c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Chk if child under age 17 qualifying for child tax credit (see instructions)
HUNTER	HAMMOND	[redacted]	SON	☒
				☐
				☐
				☐

If more than four dependents, see instructions and check here ▶ ☐

Boxes checked on 6a and 6b: 1
No. of children on 6c who:
- lived with you: 1
- did not live with you due to divorce or separation (see instructions):

Dependents on 6c not entered above:
Add numbers on lines above ▶: 2

d Total number of exemptions claimed: 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2			7	
8a	Taxable interest. Attach Schedule B if required			8a	1,882
b	Tax-exempt interest. Do not include on line 8a	8b	2,312		
9a	Ordinary dividends. Attach Schedule B if required			9a	
b	Qualified dividends	9b			
10	Taxable refunds, credits, or offsets of state and local income taxes			10	
11	Alimony received			11	
12	Business income or (loss). Attach Schedule C or C-EZ			12	15,541
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			13	24,732
14	Other gains or (losses). Attach Form 4797			14	
15a	IRA distributions 15a		b Taxable amount	15b	
16a	Pensions and annuities 16a		b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17	3,346
18	Farm income or (loss). Attach Schedule F			18	
19	Unemployment compensation			19	
20a	Social security benefits 20a		b Taxable amount	20b	
21	Other income			21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶			22	45,501

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27	1,098	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29	3,491	
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 35		36	4,589
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	40,912

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Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	40,912
Standard Deduction for- • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,100; Married filing jointly or Qualifying widow(er), $12,200; Head of household, $8,950	39a	Check { ☐ You were born before January 2, 1949, ☐ Blind. ☐ Spouse was born before January 2, 1949, ☐ Blind. } Total boxes checked ▶ 39a		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐		
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	14,441
	41	Subtract line 40 from line 38	41	26,471
	42	Exemptions. If line 38 is $150,000 or less, multiply $3,900 by the number on line 6d. Otherwise, see instructions	42	7,800
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	18,671
	44	Tax (see instructions). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐	44	0
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Add lines 44 and 45 ▶	46	
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 19 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit. Attach Schedule 8812, if required — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53		
	54	Add lines 47 through 53. These are your total credits	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ▶	55	0
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	2,196
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)	60	
	61	Add lines 55 through 60. This is your total tax ▶	61	2,196
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099 — 62		
	63	2013 estimated tax payments and amount applied from 2012 return — 63		
	64a	Earned income credit (EIC) — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Schedule 8812 — 65	1,000	
	66	American opportunity credit from Form 8863, line 8 — 66		
	67	Reserved — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a ☐ 2439 b ☐ Reserved c ☐ 8885 d ☐ — 71		
	72	Add lines 62, 63, 64a, and 65 through 71. These are your total payments ▶	72	1,000
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ ☐	74a	
Direct deposit? See instructions.	b	Routing number ▶ c Type: ☐ Checking ☐ Savings		
	d	Account number		
	75	Amount of line 73 you want applied to your 2014 estimated tax ▶ — 75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions ▶	76	1,217
	77	Estimated tax penalty (see instructions) — 77	21	

Third Party Designee — Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ▶ Brian Watts — Phone no. ▶ 803-283-8511 — Personal identification number (PIN) ▶ [redacted]

Sign Here — Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instructions. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
[redacted]	05-22-2014	CONST	[redacted]
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	Identity Protection PIN (see inst.)

Paid Preparer Use Only

Preparer's signature: Brian Watts	Date: 05-22-2014	Check ☐ if self-employed	PTIN: [redacted]
Print/Type preparer's name: Brian Watts			
Firm's name ▶ JW Watts Tax Service		Firm's EIN ▶	20-5818033
Firm's address ▶ 108 S White Street, Lancaster, SC 29720		Phone no.	803-283-8511

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SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

▶ Information about Schedule A and its separate instructions is at www.irs.gov/schedulea.

▶ Attach to Form 1040.

OMB No. 1545-0074

2013

Attachment Sequence No. 07

Name(s) shown on Form 1040

RICHARD T HAMMOND

Your social security number [redacted]

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.				
	1 Medical and dental expenses (see instructions)	1	4,717		
	2 Enter amount from Form 1040, line 38	2	40,912		
	3 Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead	3	4,091		
	4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	626
Taxes You Paid	5 State and local (check only one box): a ☐ Income taxes, or b ☒ General sales taxes	5	602		
	6 Real estate taxes (see instructions)	6	1,994		
	7 Personal property taxes	7	361		
	8 Other taxes. List type and amount ▶	8			
	9 Add lines 5 through 8			9	2,957
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098	10	10,858		
Note. Your mortgage interest deduction may be limited (see instructions).	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11			
	12 Points not reported to you on Form 1098. See instructions for special rules	12			
	13 Mortgage insurance premiums (see instructions)	13			
	14 Investment interest. Attach Form 4952 if required. (See instructions.)	14			
	15 Add lines 10 through 14			15	10,858
Gifts to Charity	16 Gifts by cash or check. If you made any gift of $250 or more, see instructions	16			
If you made a gift and got a benefit for it, see instructions.	17 Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	17			
	18 Carryover from prior year	18			
	19 Add lines 16 through 18			19	
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)			20	
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instr.) ▶	21			
	22 Tax preparation fees	22			
	23 Other expenses - investment, safe deposit box, etc. List type and amount ▶	23			
	24 Add lines 21 through 23	24			
	25 Enter amount from Form 1040, line 38 | 25 |				
	26 Multiply line 25 by 2% (.02)	26			
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-			27	
Other Miscellaneous Deductions	28 Other - from list in instructions. List type and amount ▶			28	
Total Itemized Deductions	29 Is Form 1040, line 38, over $150,000? ☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ☐ Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			29	14,441
184	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐				

SCHEDULE B
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040.

▶ Information about Sch. B (Form 1040A or 1040) & its instructions is at www.irs.gov/scheduleb.

OMB No. 1545-0074

2013

Attachment Sequence No. 08

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

		Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see instructions and list this interest first. Also, show that buyer's social security number and address ▶	
	FFCU	12
	RICHARD BLACKMON FAMILY T	1,870
	INTEREST SUBTOTAL 1,882	
1		
2	Add the amounts on line 1	1,882
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	1,882

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

		Amount
5	List name of payer ▶	
5		
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions.)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2013, did you have a financial interest in or signature authority over a financial account (such as a bank account, securities account, or brokerage account) located in a foreign country? See instructions		X
	If "Yes," are you required to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), formerly TD F 90-22.1 to report that financial interest or signature authority? See FinCEN Form 114 and its instructions for filing requirements and exceptions to those requirements		
b	If you are required to file FinCEN Form 114, enter the name of the foreign country where the financial account is located ▶		
8	During 2013, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See instructions		185

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec.

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2013

Attachment Sequence No. 09

Name of proprietor: RICHARD T HAMMOND

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): DOZIER WORK

B Enter code from instructions ▶

C Business name. If no separate business name, leave blank.: HAMMOND LAND CLEARING

D Employer ID number (EIN), (see instr.): [redacted]

E Business address (including suite or room no.) ▶ 1369 LYNWOOD DR

City, town or post office, state, and ZIP code: LANCASTER SC 29720

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses . . [X] Yes [ ] No

H If you started or acquired this business during 2013, check here ▶ [ ]

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) . . . [ ] Yes [X] No

J If "Yes," did you or will you file required Forms 1099? . . . [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	219,398
2	Returns and allowances	2	0
3	Subtract line 2 from line 1	3	219,398
4	Cost of goods sold (from line 42)	4	19,715
5	Gross profit. Subtract line 4 from line 3	5	199,683
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▶	7	199,683

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	1,323
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	1,716
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	61,837	21	Repairs and maintenance	21	18,948
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	1,570
15	Insurance (other than health)	15	13,243	23	Taxes and licenses	23	8,222
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a	3,128	a	Travel	24a	753
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17	1,212	25	Utilities	25	2,809
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48)	27a	69,381
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	28	184,142
29	Tentative profit or (loss). Subtract line 28 from line 7	29	15,541
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	15,541

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a [ ] All investment is at risk.

32b [ ] Some investment is not at risk.

Name(s) RICHARD T HAMMOND SSN [redacted]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	19,715
39	Other costs	39	
40	Add lines 35 through 39	40	19,715
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	19,715

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____

44 Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45	Was your vehicle available for personal use during off-duty hours?	[ ] Yes	[ ] No
46	Do you (or your spouse) have another vehicle available for personal use?	[ ] Yes	[ ] No
47 a	Do you have evidence to support your deduction?	[ ] Yes	[ ] No
b	If "Yes," is the evidence written?	[ ] Yes	[ ] No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

TRASH REMOVAL	312
TOWING	260
FUEL	68,809

48 Total other expenses. Enter here and on line 27a 48 69,381

SCHEDULE D (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR.

▶ Information about Schedule D and its separate instructions is at www.irs.gov/schedule.

▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 6b, 9, and 10.

OMB No. 1545-0074

2013

Attachment Sequence No. 12

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below.

This form may be easier to complete if you round off cents to whole dollars.

		(c) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a	Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b	Totals for all transactions reported on Form(s) 8949 with Box A checked				
2	Totals for all transactions reported on Form(s) 8949 with Box B checked				
3	Totals for all transactions reported on Form(s) 8949 with Box C checked				

4	Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5	Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	
6	Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions	6	( )
7	Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on page 2	7	

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below.

This form may be easier to complete if you round off cents to whole dollars.

		(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a	Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b	Totals for all transactions reported on Form(s) 8949 with Box D checked	24,732			24,732
9	Totals for all transactions reported on Form(s) 8949 with Box E checked				
10	Totals for all transactions reported on Form(s) 8949 with Box F checked				

11	Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	
12	Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	
13	Capital gain distributions. See the instructions	13	
14	Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions	14	( )
15	Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on page 2	15	24,732

Part III Summary

16 Combine lines 7 and 15 and enter the result	16	24,732
• If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17 Are lines 15 and 16 both gains? ☒ Yes. Go to line 18. ☐ No. Skip lines 18 through 21, and go to line 22.		
18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions ▶	18	
19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions ▶	19	
20 Are lines 18 and 19 both zero or blank? ☒ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). Do not complete lines 21 and 22 below. ☐ No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.		
21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) Note. When figuring which amount is smaller, treat both amounts as positive numbers.	21	( )
22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☐ No. Complete the rest of Form 1040 or Form 1040NR.		

Form 8949 (2013)

Name(s) shown on return. (Name and SSN or taxpayer identification no. not required if shown on other side.) | Social security number or taxpayer identification number

RICHARD T HAMMOND | [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box D, E, or F below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part II **Long-Term.** Transactions involving capital assets you held more than one year are long term. For short-term transactions, see page 1.

Note. You may aggregate all long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the total directly on Schedule D, line 8a; you are not required to report these transactions on Form 8949 (see instructions).

You must check Box D, E, or F below. Check only one box. If more than one box applies for your long-term transactions, complete a separate Form 8949, page 2, for each applicable box. If you have more long-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] (D) Long-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see Note above)
- [ ] (E) Long-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] (F) Long-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Yr., mo., day)	(c) Date sold or disposed (Yr., mo., day)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see Column (e) in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
SALE OF PROPERTY	2005-09-26	2013-05-15	24,732				24,732

SCHEDULE E
(Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ Information about Schedule E and its separate instructions is at www.irs.gov/schedules.

OMB No. 1545-0074

2013

Attachment Sequence No. 13

Name(s) shown on return

RICHARD T HAMMOND

Your social security number

[redacted]

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see instructions). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

A Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

B If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

1a Physical address of each property (street, city, state, ZIP code)

A 1428 LYNWOOD DR LANCASTER SC 29720

B 2620 NORFOLK RD LANCASTER SC 29720

C

1b	Type of Property (from list below)	2 For each rental real estate property listed above, report the number of fair rental and personal use days. Check the QJV box only if you meet the requirements to file as a qualified joint venture. See instructions.		Fair Rental Days	Personal Use Days	QJV
A	4		A	365	0	☐
B	1		B	365	0	☐
C			C			☐

Type of Property:

1 Single Family Residence 3 Vacation/Short-Term Rental 5 Land 7 Self-Rental

2 Multi-Family Residence 4 Commercial 6 Royalties 8 Other (describe)

Income:	Properties:		A	B	C
3 Rents received		3	3,850	5,400	
4 Royalties received		4			
Expenses:					
5 Advertising		5			
6 Auto and travel (see instructions)		6			
7 Cleaning and maintenance		7			
8 Commissions		8			
9 Insurance		9			
10 Legal and other professional fees		10			
11 Management fees		11			
12 Mortgage interest paid to banks, etc. (see instructions)		12			
13 Other interest		13			
14 Repairs		14	650		
15 Supplies		15			
16 Taxes		16	3,005	550	
17 Utilities		17			
18 Depreciation expense or depletion		18	1,706		
19 Other (list) ▶		19			
20 Total expenses. Add lines 5 through 19		20	5,361	550	
21 Subtract line 20 from line 3 (rents) and/or 4(royalties). If result is a (loss), see instructions to find out if you must file Form 6198		21	(1,511)	4,850	
22 Deductible rental real estate loss after limitation, if any, on Form 8582 (see instructions)		22	(1,511)	( )	( )

23a Total of all amounts reported on line 3 for all rental properties	23a	9,250	
b Total of all amounts reported on line 4 for all royalty properties	23b		
c Total of all amounts reported on line 12 for all properties	23c		
d Total of all amounts reported on line 18 for all properties	23d	1,706	
e Total of all amounts reported on line 20 for all properties	23e	5,911	
24 Income. Add positive amounts shown on line 21. Do not include any losses	24		4,850
25 Losses. Add royalty losses from line 21 and rental real estate losses from line 22. Enter total losses here	25		(1,511)
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26		3,339

Name(s) shown on return. Do not enter name and social security number if shown on page 1. Your social security number

RICHARD T HAMMOND [redacted]

Caution. The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (e) on line 28 and attach Form 6198. See instructions.

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section. ☐ Yes ☐ No

25	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A			☐		☐
B			☐		☐
C			☐		☐
D			☐		☐

	Passive Income and Loss		Nonpassive Income and Loss		
	(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A					
B					
C					
D					
29a Totals					
b Totals					

30	Add columns (g) and (j) of line 29a	30	
31	Add columns (f), (h), and (i) of line 29b	31	( )
32	Total partnership and S corporation income or (loss). Combine lines 30 and 31. Enter the result here and include in the total on line 41 below	32	

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A	RICHARD BLACKMON FAMILY TRUST	[redacted]
B		

	Passive Income and Loss		Nonpassive Income and Loss	
	(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A				7
B				7
34a Totals				
b Totals				

35	Add columns (d) and (f) of line 34a	35	7
36	Add columns (c) and (e) of line 34b	36	( )
37	Total estate and trust income or (loss). Combine lines 35 and 36. Enter the result here and include in the total on line 41 below	37	7

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c (see instructions)	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39	Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below	39	

Part V Summary

40	Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41	Total income or (loss). Combine lines 28, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18 ▶	41	3,346
42	Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code V; and Schedule K-1 (Form 1041), box 14, code F (see instructions)	42	
43	Reconciliation for real estate professionals. If you were a real estate professional (see instructions), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

SCHEDULE SE (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

▶ Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2013

Attachment Sequence No. 17

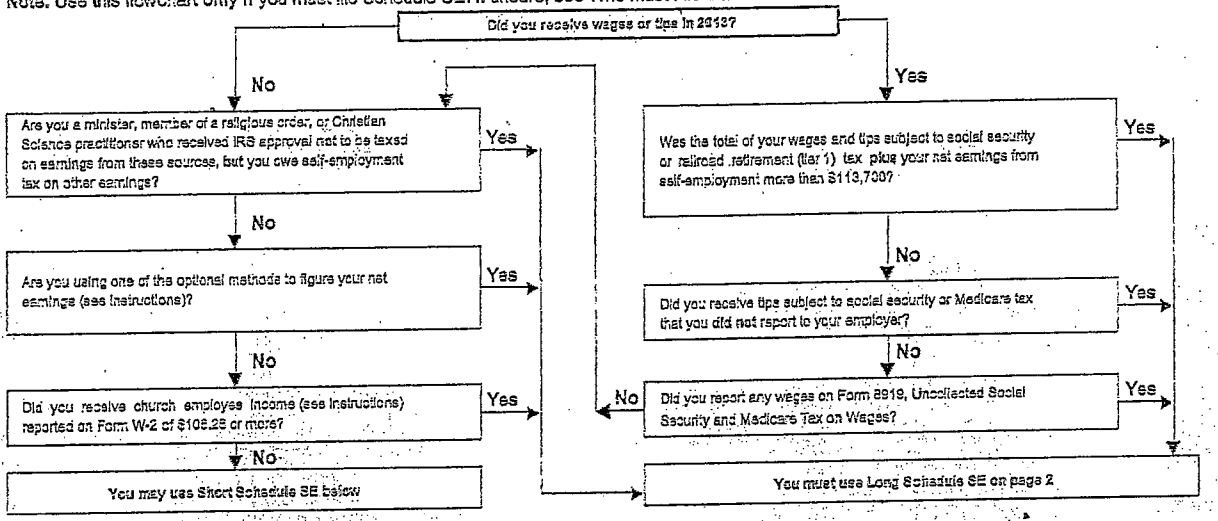
Name of person with self-employment income (as shown on Form 1040)
RICHARD T HAMMOND

Social security number of person with self-employment income ▶ [redacted]

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A - Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	15,541
3	Combine lines 1a, 1b, and 2	3	15,541
4	Multiply line 3 by 92.35% (.9235). If less than $400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b ▶ Note. If line 4 is less than $400 due to Conservation Reserve Program payments on line 1b, see instructions.	4	14,352
5	Self-employment tax. If the amount on line 4 is: • $113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than $113,700, multiply line 4 by 2.9% (.029). Then, add $14,096.60 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5	2,196
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	1,098

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2013

EEA

SCHEDULE 8812 (Form 1040A or 1040)
Department of the Treasury
Internal Revenue Service (99)

Child Tax Credit

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.
▶ Information about Schedule 8812 and its separate instructions is at www.irs.gov/schedule8812.

OMB No. 1545-0074

2013

Attachment Sequence No. 47

Name(s) shown on return

Your social security number

RICHARD T HAMMOND

Part I Filers Who Have Certain Child Dependent(s) with an ITIN (Individual Taxpayer Identification Number)

CAUTION | Complete this part only for each dependent who has an ITIN and for whom you are claiming the child tax credit. If your dependent does not qualify for the credit, you cannot include that dependent in the calculation of this credit.

Answer the following questions for each dependent listed on Form 1040, line 6c; Form 1040A, line 6c; or Form 1040NR, line 7c, who has an ITIN (Individual Taxpayer Identification Number) and that you indicated qualified for the child tax credit by checking column (4) for that dependent.

A For the first dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

B For the second dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

C For the third dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

D For the fourth dependent identified with an ITIN and listed as a qualifying child for the child tax credit, did this child meet the substantial presence test? See separate instructions.

☐ Yes ☐ No

Note: If you have more than four dependents identified with an ITIN and listed as a qualifying child for the child tax credit, see the instructions and check here . . . . . ▶ ☐

Part II Additional Child Tax Credit Filers

1 1040 filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040, line 51).
1040A filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040A, line 33).
1040NR filers: Enter the amount from line 6 of your Child Tax Credit Worksheet (see the instructions for Form 1040NR, line 46).
If you used Pub. 972, enter the amount from line 6 of the Child Tax Credit Worksheet in the publication. . . . . 1 | 1,000

2 Enter the amount from Form 1040, line 51; Form 1040A, line 33; or Form 1040NR, line 48 2

3 Subtract line 2 from line 1. If zero, stop; you cannot take this credit . . . . . 3 | 1,000

4a Earned income (see separate instructions) . . . . . 4a | 14,443

b Nontaxable combat pay (see separate instructions) 4b

5 Is the amount on line 4a more than $3,000?
☐ No. Leave line 5 blank and enter -0- on line 6.
☒ Yes. Subtract $3,000 from the amount on line 4a. Enter the result . . . . . 5 | 11,443

6 Multiply the amount on line 5 by 15% (.15) and enter the result . . . . . 6 | 1,716

Next. Do you have three or more qualifying children?
☒ No. If line 6 is zero, stop; you cannot take this credit. Otherwise, skip Part III and enter the smaller of line 3 or line 6 on line 13.
☐ Yes. If line 6 is equal to or more than line 3, skip Part III and enter the amount from line 3 on line 13. Otherwise, go to line 7.

Part III Certain Filers Who Have Three or More Qualifying Children

7	Withheld social security, Medicare, and Additional Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If your employer withheld or you paid Additional Medicare Tax or tier 1 RRTA taxes, see separate instructions		7	
8	1040 filers: Enter the total of the amounts from Form 1040, lines 27 and 57, plus any taxes that you identified using code "UT" and entered on line 60. 1040A filers: Enter -0-. 1040NR filers: Enter the total of the amounts from Form 1040NR, lines 27 and 55, plus any taxes that you identified using code "UT" and entered on line 59.		8	
9	Add lines 7 and 8		9	
10	1040 filers: Enter the total of the amounts from Form 1040, lines 64a and 69. 1040A filers: Enter the total of the amount from Form 1040A, line 38a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 41 (see separate instructions). 1040NR filers: Enter the amount from Form 1040NR, line 65.		10	
11	Subtract line 10 from line 9. If zero or less, enter -0-		11	
12	Enter the larger of line 6 or line 11 Next, enter the smaller of line 3 or line 12 on line 13.		12	

Part IV Additional Child Tax Credit

13	This is your additional child tax credit		13	1,000

Enter this amount on Form 1040, line 65, Form 1040A, line 39, or Form 1040NR, line 63.

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.
▶ Information about Form 8582 and its instructions is available at www.irs.gov/form8582.

OMB No. 1545-1008

2013

Attachment Sequence No. **88**

Name(s) shown on return

RICHARD T HAMMOND

Identifying number

[redacted]

Part I 2013 Passive Activity Loss

Caution: Complete Worksheets 1, 2, and 3 before completing Part I.

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities in the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a	4,850	
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	(1,511)	
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	( )	
d	Combine lines 1a, 1b, and 1c			1d 3,339

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a	( )	
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b	( )	
c	Add lines 2a and 2b			2c ( )

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a		
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	( )	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c	( )	
d	Combine lines 3a, 3b, and 3c			3d
4	Combine lines 1d, 2c, and 3d. If this line is zero or more, stop here and include this form with your return; all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Report the losses on the forms and schedules normally used			4 3,339

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4			5
6	Enter $150,000. If married filing separately, see instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see inst.)	7		
	Note: If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). Do not enter more than $25,000. If married filing separately, see instructions			9
10	Enter the smaller of line 5 or line 9			10 0

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II in the instructions.

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2013. Add lines 10, 14, and 15. See instructions to find out how to report the losses on your tax return	16	0

For Paperwork Reduction Act Notice, see instructions.

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2013

Attachment Sequence No. 179

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE C - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7		
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7		8	
9	Tentative deduction. Enter the smaller of line 5 or line 8		9	
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562		10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)		11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11		12	
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12 ▶	13		

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	7,970
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	956

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2013	17	38,809
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property Statement 24						14,102
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L
b	12-year			12 yrs.		S/L
c	40-year			40 yrs.	MM	S/L

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	61,837
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2013

Attachment Sequence No. 179

Name(s) shown on return: RICHARD T HAMMOND

Business or activity to which this form relates: SCHEDULE E - 1

Identifying number: [redacted]

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,634

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2013	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B - Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
		03-2013	2,500	27.5	MM	S/L	72

Section C - Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	1,706
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions. Form 4562 (2013)

EEA

Federal Supporting Statements | 2013 PG01

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

FORM 4562 - LINE 19B

Statement #2

BASIS	RP	CV	METHOD	DEDUCTION
6,166	5	HY	200 DB	1,233
1,371	5	HY	200 DB	274
972	5	HY	200 DB	194
20,000	5	HY	200 DB	4,000
209	5	HY	200 DB	42
220	5	HY	200 DB	44
41,575	5	HY	200 DB	8,315
TOTAL				14,102

STATEMENT(S)

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 15 - INSURANCE

Description	Amount
WC INS	$ 1,325
GL	1,230
TRUCK AND EQUIPMENT INS	10,688
Total:	$ 13,243

SCHEDULE C, LINE 17 - LEGAL AND PROFESSIONAL SERVICES

Description	Amount
BOOKKEEPING	$ 1,212
Total:	$ 1,212

SCHEDULE C, LINE 18 - OFFICE EXPENSE

Description	Amount
OFFICE EXP	$ 1,323
Total:	$ 1,323

SCHEDULE C, LINE 21 - REPAIRS AND MAINTENANCE

Description	Amount
TIRES	$ 18,948
Total:	$ 18,948

SCHEDULE C, LINE 23 - TAXES AND LICENSES

Description	Amount
REECE RD LAND	$ 360
1369 LYNWOOD DR SHOP	1,193
HEAVY USE TAX AND SCDMV FEES	1,650
2008 DODGE	452
940 PAYROLL TAX	65
SC FORESTRY COMM	80
DMV TAGS	4,422
Total:	$ 8,222

Name(s) as shown on return: RICHARD T HAMMOND

Your Social Security Number: [redacted]

SCHEDULE C, LINE 25 - UTILITIES

Description	Amount
CELL PHONE	$ 1,206
LCNGA	210
LCWSD	546
DUKE ENERGY	847
Total:	$ 2,809

SCHEDULE A, LINE 6 - REAL ESTATE TAXES

Description	Amount
PERSONAL HOUSE	$ 1,621
LAND 1368 REECE RD	213
1553 CASKEY RD	160
Total:	$ 1,994

SCHEDULE A, LINE 7 - PERSONAL PROPERTY TAXES

Description	Amount
BOAT	$ 361
Total:	$ 361

SCHEDULE A, LINE 10 - HOME MTG INTEREST AND POINTS ON FORM 1

Description	Amount
OCWEN	$ 10,858
Total:	$ 10,858

1024

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2013 INDIVIDUAL INCOME TAX RETURN

SC1040
(Rev. 8/20/13)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN, SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2013, or fiscal tax year beginning 2013 and ending 2014

Print your first name and initial	Last name	Suff.
RICHARD T	HAMMOND	
Spouse's first name, if married filing jointly	Last name	
Check if new address ☐	Mailing address (number and street, Apt. no or P.O. Box) Foreign address, see instructions	County code 29
C	State SC / Zip 29720 / Area code / Daytime telephone [redacted]	
Check if address is outside US ☐	Foreign country address including Postal code (see instructions)	

Check this box if you are filing SC Schedule NR (Part year/Nonresident) . . . ▶ ☐
Check this box ONLY if filing a composite return on behalf of the nonresident partners/ shareholders of a partnership or "S" corporation . . . ▶ ☐
Check this box if you have filed a federal or state extension . . . ☐
Check this box if you served in a Military COMBAT ZONE during the filing period . . . ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA . . . ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (3) ☐ Married filing separately. Enter spouse's SSN here: _____
(2) ☐ Married filing jointly (4) ☒ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2013 federal return . . . ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2013 . . . ▶
Enter the number of taxpayers age 65 or older, as of December 31, 2013 . . . ▶

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)
HUNTER	HAMMOND	[redacted]	SON	

202
30751028

HAMMOND [redacted] 2013

INCOME AND ADJUSTMENTS

			Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below	1	18,671 00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	a	602 00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b	00	
c	Expenses related to National Guard and Military Reserve income	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	e	2,289 00	FD/ST Depr Di
2	Add lines a through e and enter the total here. These are your total additions	2		2,891 00
3	Add lines 1 and 2 and enter the total here	3		21,562 00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

				Dollars
f	State tax refund, if included on your federal return	f	00	
g	Total and permanent disability retirement income, if taxed on your federal return	g	00	
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h	00	
i	44% of net capital gains held for more than one year (See instructions)	i	10,882 00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j	00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k	00	
l	Active Trade or Business income deduction (See instructions)	l	7,221 00	
m	Interest income from obligations of the US government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	o	00	
p	Caution: Retirement Deduction (See instructions)			
p-1	Taxpayer: date of birth _____	p-1	00	
p-2	Spouse: date of birth _____	p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth _____	q-1	00	
q-2	Spouse: date of birth _____	q-2	00	
r	Negative amount of federal taxable income	r	00	
s	Subsistence allowance _____ days @ $6.00	s	00	
t	Dependents under the age of 6 years on December 31 of the tax year	t	00	
u	Consumer Protection Services	u	00	
v	Other subtractions (See instructions)	v	00	
4	Add lines f through v and enter here. These are your total subtractions	4		< 18,103 00 >
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX	5		3,459 00

6	TAX: enter tax from SOUTH CAROLINA tax tables	6	19 00	
7	TAX on Lump Sum Distribution (Attach SC4972)	7	00	
8	TAX on Active Trade or Business Income (Attach I-335)	8	265 00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9	00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX	10		284 00
11	Child and Dependent Care (See instructions)	11	00	
12	Two Wage Earner Credit (See instructions)	12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13	00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here	14		00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here	15		284 00

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HAMMOND [redacted] 2013

PAYMENTS AND REFUNDABLE CREDITS

16 SC INCOME TAX WITHHELD (Attach W-2 or SC41)	00	20 Other SC withholding (Attach Form 1099)	00		
17 2013 estimated tax payments	00	21 Tuition tax credit (Attach I-319)	00		
18 Amount paid with extension	00	22 Other refundable credit(s)	00		
19 NR sale of real estate	00				

Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334) ☐ Classroom Teacher Expense (Attach I-360)

23 Add lines 16 through 22 and enter the total here. These are your TOTAL PAYMENTS		23	00
24 If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT		24	00
25 If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE		25	284 00
26 USE TAX: (See instructions)	0 00		
27 Amount of line 24 to be credited to your 2014 Estimated Tax	00		
28 Total Contributions for Check-offs (Attach I-330)	00		
29 Add lines 26 through 28 and enter the total here		29	00
30 If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) REFUND ▶		30	00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank of America

30b Direct Deposit (for US Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) — Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (SAN) — 1-17 digits

31 Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount		31	284 00
32 Late filing and/or late payment: Penalties _____ Interest _____ (See instructions) Enter total here		32	00
33 Penalty for Underpayment of Estimated Tax (Attach SC2210) (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax ☐		33	00
34 Add lines 31 through 33 and enter the AMOUNT YOU OWE here BALANCE DUE ▶		34	284 00

Pay electronically free of charge at www.sctax.org. Click on DORsPay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2013 SC1040" on the payment.

Go Paperless! SCDOR will soon offer the option to receive your Form 1099-G/INT electronically instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return.

☐ Check here and enter your email address if you wish to receive information about obtaining your 1099-G/INT Income Tax Refund statement electronically. Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature | Date 05-22-2014 | Spouse's signature (if married filing jointly, BOTH must sign)

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐ | Preparer's printed name Brian Watts

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only			
Preparer signature	Date 05-22-2014	Check if self-employed ☐	PTIN [redacted]
Firm name (or yours if self-employed) and address and Zip Code	JW Watts Tax Service 108 S White Street Lancaster SC 29720	FEIN	20-5818033
		Phone No.	803-283-8511

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

CERTIFICATE OF MAILING

2014-CP-29-00442

The undersigned hereby certifies that the Defendant / Third Party Plaintiff, Richard Tod Hammond's Affidavit with supporting documents were served upon the attorney for the Plaintiff by depositing a copy of same in the United States Mail via Federal Express, with sufficient postage annexed thereto, addressed as follows:

Ryan P. Crompton
Goldfinch Winslow
PO Box 829
Murrells Inlet, SC 29576

This 18th day of August, 2015

Jill B. Gainey
Assistant to Francis L. Bell, Jr. &
West C. Bell

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 18 PM 2:10
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third-Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

C/A No.: 2014-CP-29-00442

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 24 AM 9:09
CLERK OF COURT
LANCASTER, SC

Pursuant to Rule 56 of the *South Carolina Rules of Civil Procedure* (SCRCP), Plaintiff Josh Hammond ("Plaintiff") submits his Memorandum in Support of his Motion for Summary Judgment.

I. SUMMARY JUDGMENT STANDARD

Summary judgment must be granted if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. In considering a motion for summary judgment, a court must view the facts in the light most favorable to the non-movant. Nevertheless, a court cannot ignore facts unfavorable to the non-movant, but must determine whether a verdict for the non-movant would be reasonably possible under the facts. *See Bloom v. Ravoira*, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000).

The movant must initially show that there is no genuine issue of material fact. "This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim." *D.R. Horton, Inc. v. Wescott Land Co., LLC*, 398 S.C. 528, 542, 730 S.E.2d 340 (Ct. App. 2012) (citing *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991)). Once the movant makes this initial showing, the non-movant must come forward with specific facts showing there is a genuine and material issue for trial and must do more than rest upon the mere allegations or denials of his pleadings. *See SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990). If the evidence taken as a whole is susceptible to only one reasonable inference, there is no jury issue and the motion for summary judgment should be granted. *See Hopson v. Clarey*, 321 S.C. 312, 468 S.E.2d 305 (1995).

II. PROCEDURAL BACKGROUND

Plaintiff asserted claims against Defendant for: (1) conversion; (2) accounting; and (3) breach of fiduciary duty. (Pl. Complaint). In his Answer, the Defendant denied the Plaintiff's claims and plead counterclaims for: (1) "accounting of monies not accounted for but paid to Plaintiff under checks made payable to Hammond Land Clearing;" (2) conversion of "certain funds belonging to Defendant and/or Hammond Land Clearing;" and (3) Plaintiff used Defendant's equipment and has not paid a reasonable rent for the use of Defendant's equipment. (Def. Answer

attached as **Exhibit 1**) Plaintiff denied the Defendant's counterclaims. The Defendant also asserted a third-party complaint impleading Titan Logging, LLC.

III. STATEMENT OF UNDISPUTED MATERIAL FACTS

1. Hammond Land Clearing is an unincorporated business entity.

2. Beginning in 2006, Plaintiff and Defendant worked with each other in the timber cutting and land clearing business.

3. In May or June 2013, Defendant changed the locks to the shop in Lancaster County where Plaintiff's equipment, vehicles, heavy machinery, and other items were located.

4. There are no contracts or written agreements existing between Defendant and Plaintiff. (Def. Resp. to Pl.'s 2nd Req. for Prod. Request 5, attached as **Exhibit 2**). There are no contracts or written agreements existing between Defendant and Third-Party Defendant. (Def. Resp. to Pl.'s 2nd Req. for Prod. Request 6, **Exhibit 2**).

5. Defendant has never shown any written demand for the Plaintiff to return any equipment that the Defendant alleges Plaintiff converted. (Def. Resp. to Pl.'s 2nd Req. for Prod. Request 16, **Exhibit 2**). Defendant has not alleged and has not shown that he made any demand whatsoever for the Plaintiff to return any equipment that the Defendant alleges Plaintiff converted.

6. Defendant has never shown any written demand for the Plaintiff to provide the Defendant the checks which Defendant alleges that the Plaintiff converted. (Def. Resp. to Pl.'s 2nd Req. for Prod. Request 17, **Exhibit 2**). Defendant

has not alleged and has not shown that he made any demand whatsoever to the Plaintiff regarding those checks or any of the proceeds therefrom.

IV. ARGUMENT

Summary judgment should be granted as there is no genuine issue of any material fact as to the following grounds: (1) the existence of Plaintiff's title to or right to possession of the individual items of equipment set forth below; (2) the lack of Defendant's title to or right to possession of the individual items of equipment set forth below; (3) the existence of Plaintiff's title to or right to possession of Check #2927 and Check #2933; and (4) the lack of Defendant's title to or right to possession of Check #2927 and Check #2933.

A. Equipment

Conversion is a tortious act, and may arise either by wrongful taking of chattel or by some other illegal assumption of ownership, by illegally using or misusing it, or by wrongful detention. *See Castell v. Stephenson Finance Co.*, 244 S.C. 45, 135 S.E.2d 311 (1964). "In other words, conversion is 'any distinct act of dominion wrongfully exerted over another's personal property in denial of or inconsistent with' the rights of the owner." *Channelbind Intern. Corp. v. Esselte Corp.*, 2009 WL 3617611 (D.S.C. 2009) (quoting *McPherson v. United Am. Ins. Co.*, 242 S.C. 28, 129 S.E.2d 842, 843 (1963)).

A party claiming conversion must establish either title to or right to the possession of the personal property. *See Moseley v. Oswald*, 376 S.C. 251, 656 S.E.2d 380 (2008); *see also Crane v. Citicorp Nat'l Servs., Inc.*, 313 S.C. 70, 437 S.E.2d 50 (1993), superseded by statute on other grounds (citing *Oxford Fin. Cos. v. Burgess*,

303 S.C. 534, 402 S.E.2d 480 (1991)); *Jones v. Equicredit Corp.*, 347 S.C. 535, 556 S.E.2d 713 (Ct. App. 2001) (no conversion where claimant cannot establish ownership). Significantly, a party's "claim for conversion fails where the [opposing party] proves a legal right to the property." *Mackela v. Bentley*, 365 S.C. 44, 48, 614 S.E.2d 648, 650 (2005).

As detailed below, there is no genuine issue of any material fact as to: (1) Plaintiff's personal legal right to possession of the equipment and, thus, satisfies that essential element of Plaintiff's conversion claim; and (2) Defendant's lack of a legal right to possession of the equipment and, therefore, failure to satisfy the essential element of Defendant's conversion/rental counterclaim. The law is clear and unambiguous and its application to the relevant uncontroverted facts is susceptible of only one inference.

1. ***2004 Tigercat 720D Timber Cutter (S/N 7203890)***

The 2004 Tigercat 720D Timber Cutter ("720D") at issue was purchased from Tidewater Equipment Company on June 11, 2009 for the price of $70,000.00. The 720D was "Sold to Josh Hammond Land Clearing." (720D Contract of Sale attached as **Exhibit 3**). In order to purchase the 720D, a promissory note and loan in the amount of $50,000.00 was obtained personally by the Plaintiff in his personal name. (Loan #325105353 attached as **Exhibit 4**). The Plaintiff's personal loan was collateralized by certificates of deposit held by Plaintiff and Plaintiff's grandmother, Nancy Hinson. Plaintiff obtained the loan proceeds in the form of a $50,000.00 cashier check which was paid to the order of Tidewater Equipment Company, listing solely "Josh Hammond" as remitter. (Check #4332510 attached as **Exhibit**

5). This was applied toward the purchase price. Subsequently, the Plaintiff paid to Tidewater the remaining $20,000.00 of the purchase price with three checks. (Check #1777, #1778, and #1779 all attached as **Exhibit 6**). All three checks were drafted and signed by the Plaintiff, and paid from a checking account of which the Plaintiff is the undisputed sole owner. (Account Agreement, BB&T account ending in #1633, attached as **Exhibit 7**). The 720D does not require motor vehicle title and none of the parties allege to hold any such title document.

The Defendant contends that he owns the 720D because Nancy Hinson, the Defendant's mother and Plaintiff's grandmother, was a co-borrower along with the Plaintiff on Loan #325105353 the proceeds of which were paid toward the purchase price. Inexplicably, Defendant essentially claims he has ownership through his mother because she was personally listed as a co-borrower on Plaintiff's personal loan. Verging on absurdity, the Defendant's argument is wholly unfounded and void of any legal basis which would support any such claim of ownership and, therefore, must fail as a matter of law.

In light of the foregoing, the inescapable truth is that the Plaintiff Josh Hammond personally purchased the 720D, indebted himself personally to do so, personally repaid that debt, and did all of these actions with monies from bank accounts of which he personally was the sole owner.

2. ***2004 Tigercat 724D Timber Cutter (S/N 724065)***

The 2004 Tigercat 724D Timber Cutter ("724D") at issue was purchased from Tidewater Equipment Company on December 6, 2011 for the price of $65,000.00. (724D Purchase Form, attached as **Exhibit 8**). In order to purchase the 724D, a

promissory note and loan in the amount of $50,000.00 was obtained personally by the Plaintiff in his personal name, "Josh T Hammond." (Loan #325355774 attached as **Exhibit 9**). The Plaintiff's personal loan was collateralized by the Plaintiff's own personal savings account. Plaintiff obtained the loan proceeds in the form of a cashier check, payable to "Josh Hammond," in the amount of $50,000.00. (Check #4752039 attached as **Exhibit 10**). Plaintiff assigned the cashier check to Tidewater as an initial $50,000.00 payment towards the purchase price. Subsequently, the Plaintiff paid to Tidewater the remaining $15,000.00 of the purchase price with two checks (Check #2596 and #2597 attached as **Exhibit 11**). Both Check #2596 and #2597 were drafted and signed by the Plaintiff, and paid from a checking account of which the Plaintiff is the undisputed sole owner. (Account Agreement, Carolina First account ending in #5105, attached as **Exhibit 12**). The 724D does not require motor vehicle title and none of the parties allege to hold any such title document.

Much like the 720D, the inescapable truth again is that the Plaintiff Josh Hammond personally purchased the 724D, indebted himself personally to do so, personally repaid that debt, and did all of these actions with monies from bank accounts of which he personally was the sole owner.

3. ***2004 Tigercat 620C Skidder (S/N 6200569)***

The 2004 Tigercat 620C Skidder ("620C") at issue was purchased from Tidewater Equipment Company on June 18, 2010 for the price of $70,000.00. The Contract of Sale lists "Joshua Tod Hammond" as the "Purchaser" of the 620C. (620C Contract of Sale, attached as **Exhibit 13**). The 620C does not require motor vehicle

title and none of the parties allege to hold any such title document. In order to buy the 620C, Plaintiff personally obtained a loan from High Tide Two, LLC in the amount of $50,500.00 applied to the purchase price. (Promissory Note, attached as **Exhibit 14**). Significantly, that Promissory Note identified the Plaintiff, "Joshua Hammond," as the sole borrower, which he signed as the sole borrower. Further, the Promissory Note identified the 620C as collateral. Along with the Plaintiff's personal loan, Plaintiff also submitted a down payment to Tidewater for the remainder of the purchase price, which was drawn from a checking account of which the Plaintiff is the sole owner. (Account Agreements, see **Exhibit 12**). Through a series of periodic check payments drawn from that same checking account owned solely by the Plaintiff, the Plaintiff paid his personal loan in full. (Checks paid to High Tide Two, attached as **Exhibit 15**).

Much like the 720D and 724D, the inescapable truth once more is that the Plaintiff Josh Hammond personally purchased the 620C, indebted himself personally to do so, personally repaid that debt, and did all of these actions with monies from bank accounts of which he personally was the sole owner.

B. Checks

Defendant's counterclaim alleges that the "Plaintiff has converted certain funds belonging to Defendant and/or Hammond Land Clearing from jobs that were contracted in the name of Hammond Land Clearing." (Def. Answer ¶22, **Exhibit 1**). Defendant further alleged that the "Plaintiff has converted these assets that are not his" and "[t]hat Defendant is entitled to possession of such sums." (Def. Answer ¶23-24, **Exhibit 1**). Throughout discovery, it was made clear that Defendant claims that

the Plaintiff converted two checks: Checks #2927 and #2933. (Def. Answer to Interrogatory 4(a), Pl. 1st Interrogatories, attached as **Exhibit 16**).

Because Defendant's conversion counterclaim is regarding checks, his counterclaim is governed by the law of negotiable instruments set forth in the Uniform Commercial Code, and specifically in S.C. Code Section 36-3-420. Section 36-3-420 provides:

> (a) The law applicable to conversion of personal property applies to instruments. An instrument is also converted if it is taken by transfer, other than a negotiation, from a person not entitled to enforce the instrument . . . An action for conversion of an instrument may not be brought by (i) the issuer or acceptor of the instrument or (ii) a payee or indorsee who did not receive delivery of the instrument either directly or through delivery to an agent or a co-payee.

S.C. Code Ann. § 36-3-420(a). Therefore, because the law applicable to conversion of personal property applies, for the Defendant to maintain his counterclaim he must establish his title to or right to the possession of the checks. "Since conversion is a wrongful act, it cannot arise from the exercise of a legal right." *Castell v. Stephenson Finance Co.*, 244 S.C. 45, 51, 135 S.E.2d 311, 313 (1964). Because the Plaintiff exercised his legal right as the checks' payee, Defendant's counterclaim fails as a matter of law. Defendant's counterclaim additionally fails because Defendant cannot, as a matter of law, establish a title to or right to possession of either of the checks.

C. Defendant's Affidavit in Opposition to This Motion Should Be Excluded or Disregarded

On August 18, 2015, Defendant filed with this Court an affidavit in opposition to this motion for summary judgment. (Affidavit of Richard Tod

Hammond, attached as **Exhibit 17**). Because Defendant's affidavit is defective, states a narrative story of immaterial matters not before this court, and is not in conformity with the requirements of Rule 56, SCRCP, this Court should exclude or disregard the affidavit in its entirety or, alternatively, should exclude or disregard the nonconforming or defective portions this Court deems appropriate. Rule 56(e) provides "affidavits shall be made on personal knowledge, and shall set forth such facts as would be admissible in evidence." Rule 56(e), SCRCP; *see also S.C. Labor Ltd., LLC v. Eastern Tree Serv., Inc.*, 362 S.C. 654, 609 S.E.2d 305 (Ct. App. 2005).

Respectfully submitted,

GOLDFINCH WINSLOW, LLC

By: _____ for SLG

Stephen L. Goldfinch, Jr.
Ryan P. Compton
Post Office Box 829
Murrells Inlet, SC 29576
t. 843.357.9301 / f. 843.357.9303
stephen@goldfinchwinslow.com
ryan@goldfinchwinslow.com

ATTORNEYS FOR PLAINTIFF JOSH HAMMOND AND THIRD-PARTY DEFENDANT TITAN LOGGING, LLC

August 24, 2015
Murrells Inlet, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third-Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

C/A No.: 2014-CP-29-00442

CERTIFICATE OF SERVICE

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 24 AM 9:09
CLERK OF COURT
LANCASTER, SC

The undersigned certifies that a true copy of the foregoing Memorandum in Support of Plaintiff's Motion for Summary Judgment was served upon the following parties or counsel of record on the below stated date, via the following method(s):

☐ United States Postal Service ☐ Facsimile ☒ Email ☒ Hand Delivery

Francis L. Bell, Jr.
Francis Bell Law Firm, LLC
P.O. Box 867
Lancaster, SC 29721
(fbell@fbell-law.com)

Attorneys for Defendant / Third-Party Plaintiff Richard Tod Hammond

August 24, 2015
Murrells Inlet, South Carolina

EXHIBIT 1

STATE OF SOUTH CAROLINA,)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LANCASTER.)

JOSH HAMMOND,)
)
PLAINTIFF,)
)
VS.)
)
RICHARD TOD HAMMOND,)
)
DEFENDANT/THIRD PARTY)
PLAINTIFF,)
)
VS.)
)
TITAN LOGGING, LLC,)
)
THIRD PARTY DEFENDANT.)

ANSWER AND COUNTERCLAIM OF DEFENDANT RICHARD TOD HAMMOND AND THIRD PARTY COMPLAINT
2014-CP-29-00442

FILED
2014 MAY -8 AM 11:57
CLERK OF COURT
LANCASTER, SC

Defendant/Third Party Plaintiff answering the Complaint against him and making his Third Party Complaint against Third Party Defendant Titan Logging, LLC, would allege and show:

FOR A FIRST DEFENSE

1. As to the Complaint, this Defendant would deny each allegation contained in the Complaint unless hereinafter admitted, modified or explained.

2. Defendant admits the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6 and 7 of the Complaint.

3. Defendant denies the allegations contained in Paragraphs 8, 9, 10, 11, 12, and 13 of the Complaint and demands strict proof thereof.

4. Defendant admits so much of the allegation contained in Paragraph 14 as to the shop lock, but denies same as to the gate and demands proof thereof.

5. Defendant denies the allegations contained in Paragraphs 15 and 16 of the Complaint and demands proof thereof.

6. Defendant admits the allegation contained in Paragraph 17 of the Complaint.

7. Defendant denies the allegations contained in Paragraphs 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of the Complaint and demands proof thereof.

8. As to the allegation contained in Paragraph 29 of the Complaint, the Defendant either admits or denies as above.

9. Defendant denies the allegations contained in Paragraphs 30, 31, 32, 33 and 34 of the Complaint and demands proof thereof.

10. Defendant admits the allegation contained in Paragraph 35 of the Complaint.

11. Defendant denies the allegations contained in Paragraphs 36, 37, 38, 39 and 40 of the Complaint and demands proof thereof.

12. As to the allegation contained in Paragraph 41 (Second Cause of Action) of the Complaint, Defendant as above either denies or admits this allegation.

13. Defendant denies the allegations contained in Paragraphs 42, 43, 44, 45, 46, 47 and 48 of the Complaint and demands proof thereof.

14. As to the allegation contained in Paragraph 44 (Third Cause of Action) of the Complaint, Defendant either denies or admits as above.

15. Defendant denies the allegations contained in Paragraphs 45, 46, 47, 48, 49 and 50 of the Complaint and demands proof thereof.

16. That Defendant denies the prayer.

17. That by reason of this defense, Plaintiff is not entitled to the relief demanded.

FOR A SECOND DEFENSE AND BY WAY OF COUNTERCLAIM

18. That the defense of the First Defense is incorporated into this defense

by way of reference.

19. That Plaintiff has failed to properly report to Defendant certain earnings under Hammond Land Clearing, which under Plaintiff's theory of ownership Defendant is entitled to one-half; under Defendant's theory, Defendant is entitled to all.

20. That Defendant is entitled to a full accounting of monies not accounted for but paid to Plaintiff under checks made payable to Hammond Land Clearing.

FOR A THIRD DEFENSE AND BY WAY OF COUNTERLCAIM

21. That the defenses of the First Defense and Second Defense are incorporated into this defense by way of reference.

22. That Plaintiff has converted certain funds belonging to Defendant and/or Hammond Land Clearing from jobs that were contracted in the name of Hammond Land Clearing and all had log delivery tickets in the name of Hammond Land Clearing.

23. Plaintiff has converted these assets that are not his to his own use and gain.

24. That Defendant is entitled to possession of such sums.

FOR A FOURTH DEFENSE AND BY WAY OF COUNTERCLAIM

25. That the defenses of the First Defense, Second Defense and Third Defense are incorporated into this defense by way of reference.

26. That Plaintiff has used Defendant's equipment for certain logging operations and has not paid Defendant a reasonable rent for the use of Defendant's equipment.

27. That Defendant is entitled to a reasonable amount for rental as proven by the facts.

FOR A FIFTH DEFENSE AND WY WAY OF THIRD PARTY COMPLAINT

28. That the Defendant/Third Party Plaintiff is a resident of the County of

Lancaster, State aforesaid.

29. That the Third Party Defendant is a South Carolina corporation owned by Plaintiff and doing business in Lancaster County, South Carolina.

30. That heretofore on dates and places to be proven by the facts, Third Party Defendant has collected monies that belong to Defendant/Third Party Plaintiff for various logging contracts in Defendant's name.

31. That heretofore on dates and places to be proven by the facts, Third Party Defendant has used equipment owned by Defendant/Third Party Plaintiff and has not paid a reasonable rental fee for the use of such equipment.

FOR A FIRST CAUSE OF ACTION

32. That Third Party Defendant should be subject to an accounting of its possession of and use of Defendant/Third Party Plaintiff's monies and equipment/personal properties.

FOR A SECOND CAUSE OF ACTION

33. That Third Party Defendant has converted to its own use monies and other assets of Defendant/Third Party Plaintiff to the detriment of the Defendant/Third Party Plaintiff.

FOR A THIRD CAUSE OF ACTION

34. That Third Party Defendant has used Defendant/Third Party Plaintiff's equipment in certain logging operations and has not paid a reasonable amount for rental of said equipment.

WHEREFORE, Defendant/Third Party Plaintiff having fully answered and commenced his Third Party Complaint prays:

1. That Plaintiff's claim be denied and dismissed.
2. That Defendant be awarded actual and punitive damages as

proven by the facts against Plaintiff as set out in his counterclaims.

3. That Defendant be awarded actual and punitive damages as proven by the facts against the Third Party Defendant as set out in the Third Party Complaint.

May 5, 2014

Lancaster, South Carolina

FRANCIS BELL LAW FIRM, LLC

BY: _____

Francis L. Bell, Jr.
Attorneys for Defendant/Third Party Plaintiff
P. O. Box 867
Lancaster, SC 29721
803-283-8476

EXHIBIT
2

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LANCASTER	)	SIXTH JUDICIAL CIRCUIT
	)	
Josh Hammond,	)	
	)	
Plaintiff,	)	**DEFENDANT / THIRD PARTY PLAINTIFF, RICHARD TOD HAMMOND'S RESPONSES TO PLAINTIFF, JOSH HAMMOND'S SECOND SET OF REQUESTS FOR PRODUCTION**
	)	
v.	)	
	)	
Richard Tod Hammond,	)	
	)	
Defendant / Third Party Plaintiff,	)	**Civil Action No.: 2014-CP-29-00442**
	)	
v.	)	
	)	
Titan Logging, LLC,	)	
	)	
Third-Party Defendant.	)	

TO: JOSH HAMMOND AND HIS ATTORNEYS, RYAN P. CROMPTON AND STEPHEN L. GOLDFINCH:

Defendant / Third Party Plaintiff, Richard Tod Hammond responds to Plaintiff, Josh Hammond's Second Set of Requests for Production and would show the following:

1. If any information, document, electronically stored information, and/or tangible thing is withheld in any of your answers, responses, or production as to any interrogatory or request for production under a claim of privilege or otherwise, then, pursuant to Rule 26(b)(5), produce a comprehensive and complete privilege log.

RESPONSE: None.

2. Any reports of any investigating agency related to matters contained in the pleadings in this case.

RESPONSE: None.

3. All documents received or requested by Defendant or Defendant's counsel, either by subpoena, FOIA request, or any other request.

RESPONSE: None.

4. All contracts, documents, and/or electronically stored information evidencing any agreement by and between you and Hammond Land Clearing.

RESPONSE: None.

5. All contracts, documents, and/or electronically stored information evidencing any agreement by and between you and Plaintiff Josh Hammond.

RESPONSE: None.

6. All contracts, documents, and/or electronically stored information evidencing any agreement by and between you and Third-Party Defendant Titan Logging, LLC.

RESPONSE: None.

7. All documentation upon which you may rely or use to support your alleged ownership of the 2004 Tigercat 720D timber cutter.

RESPONSE: Initial contract of sale from Tidewater Equipment Co. dated June 3, 2009 for 2004 TigerCat 720D S/N 7203890 - $75,000.00 sold to: Hammond Land Clearing, 2552 Kirkover Drive, Lancaster, SC 29720 (signed by Josh Hammond) Copy of this initial contract of sale is enclosed.

Contract of Sale from Tidewater Equipment Co. dated June 11, 2009 for 2004 TigerCat 720D S/N 7203890 - $70,000.00 sold to: Hammond Land Clearing, 2552 Kirkover Drive, Lancaster, SC 29720 (signed by Josh Hammond) - (this document is included in discovery received from Josh Hammond and previously provided in Defendant/Third Party Plaintiff, Richard Tod Hammond's Responses to Plaintiff, Josh Hammond's First Set of Requests for Production in Response #1.

Josh Hammond personal loan on 06/11/2009 at First Citizens Bank (Loan No. 325105353) for the amount of $50,000.00 with Nancy B. Hinson as co-signer (mother of Richard Tod Hammond) documents were previously provided in Defendant/Third Party Plaintiff, Richard Tod Hammond's Responses to Plaintiff, Josh Hammond's First Set of Requests for Production in Response #1.

Payments to Tidewater for the 2004 TigerCat 720D as follows:
(Copies included in discovery rec'd from Josh Hammond)

06-11-2009 First Citizens Bank Check No. 4332510 - $50,000.00 (Josh Hammond Loan# 325105353)
06-11-2009 Hammond Land Clearing CK# 1777(BB&T Acct#..1633) - $6,666.67 – signed by Josh Hammond
06-11-2009 Hammond Land Clearing CK# 1778(BB&T Acct#..1633) - $6,666.67 - signed by Josh Hammond
06-11-2009 Hammond Land Clearing CK# 1779(BB&T Acct#..1633) - $6,666.67 – signed by Josh Hammond
BALANCE OWED TO TIDEWATER AS OF 09/11/2009 - $0
(the above payment information is included in discovery received from Josh Hammond)

(Copies included in discovery rec'd from Josh Hammond unless noted otherwise)

First Citizen Loan Payments as follows: (Josh Hammond & Nancy B. Hinson Loan# 325356750)
09/04/2009 CK# 1864 (BB&T Acct#..1633) - $1929.14 (Payment Amt. $924.45)
10/30/2009 CK# 1029 (Carolina First Acct#..5106) - $1929.14 (Payment Amt. $924.45)
12/22/2009 CK# 1155 (Carolina First Acct#..5106) - $1422.06 (Payment Amt. $924.45)
02/17/2010 CK# 1289 (Carolina First Acct#..5106) - $2854.30 (Payment Amt. $924.45)
04/02/2010 CK# 1313 (Carolina First Acct#..5106) - $1930.50 (Payment Amt. $924.45)
05/03/2010 CK# 1415 (Carolina First Acct#..5106) - $1811.72 (Payment Amt. $924.45)
09/20/2010 CK# 1722 (Carolina First Acct#..5106) - $2765.70 (Payment Amt. $924.45)
12/03/2010 CK# 1772 (Carolina First Acct#..5106) - $2035.62 (Payment Amt. $924.45)
01/06/2011 CK# 1818 (Carolina First Acct#..5106) - $2302.01 (Payment Amt. $924.45) - NO COPY
02/04/2011 CK# 1886 (Carolina First Acct#..5106) - $2347.22 (Payment Amt. $924.45)
04/12/2011 CK# 2069 (Carolina First Acct#..5106) - $3183.78 (Payment Amt. $1848.90) - NO COPY
06/01/2011 CK# 2259 (Carolina First Acct#..5106) - $2347.22 (Payment Amt. $924.45) - NO COPY
09/06/2011 CK# 2400 (Carolina First Acct#..5106) - $3807.88 (Payment Amt. $1848.90) - NO COPY
10/21/2011 CK# 2462 (Carolina First Acct#..5106) - $2414.22 (Payment Amt. $924.45) - NO COPY
11/15/2011 CK# 2446 (Carolina First Acct#..5106) - $2821.32 (Payment Amt. $924.45) - NO COPY
12/09/2011 CK# 2514 (Carolina First Acct#..5106) - $3130.11 (Payment Amt. $924.45) – NO COPY
06/18/2012 CASH PAYMENT – $1848.90 – NO COPY
09/20/2012 CK# 1037 (Carolina First Acct#..7154(PAYROLL ACCT)-$3230.57(Payment Amt. $924.45)
10/05/2012 CK# 1080 (Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51(Payment Amt. $924.45)
10/29/2012 CK# 1136 (Carolina First Acct#..7154/PAYROLL ACCT) - $924.45(Payment Amt. $924.45)
12/03/2012 CK#1202 (Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51(Payment Amt. $924.45)
01/09/2013 CK#1271 (Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51(Payment Amt. $924.45)
02/08/2013 CK#1343 (Carolina First Acct#..7154/PAYROLL ACCT) - $2094.51(Payment Amt. $924.45)
03/05/2013 CK#1380 (Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51(Payment Amt. $924.45)
04/09/2013 CK#1422 (Carolina First Acct#..7154/PAYROL ACCT) - $2077.51(Payment Amt. $924.45)
05/09/2013 CASH PAYMENT - $924.45 – NO COPY
06/07/2013 CK#1464 (Carolina First Acct#..7154/PAYROLL ACCT) - $924.45(Payment Amt. $924.45)
07/09/2013 CK#1002(South Atlantic A#..3067 TITAN) -$924.45(Payment Amt. $924.45)
07/15/2013 CK#1009(South Atlantic A#..3067 TITAN)-$924.45(Payment Amt. $924.45)
08/12/2013 CK#1028(South Atlantic A#..3067 TITAN)-$924.45(Payment Amt. $924.45)
09/10/2013 CK#1056(South Atlantic A#..3067 TITAN)-$2077.51(Payment Amt. $924.45)
10/08/2013 CK#1092(South Atlantic A#..3067 TITAN)-$2077.51(Payment Amt. $924.45)
11/12/2013 CK#1114(South Atlantic A#..3067 TITAN)-$2077.51(Payment Amt. $924.45)
12/03/2013 CK#1363(South Atlantic A#..3067 TITAN)-$2077.51(Payment Amt. $924.45)
12/31/2013 CK#1366(South Atlantic A#..3067 TITAN)-$924.45(Payment Amt. $924.45)

8. All documentation upon which you may rely or use to support your alleged ownership of the 2004 Tigercat 724D timber cutter.

RESPONSE: Offer to Purchase from Tidewater Equipment Co. dated December 6, 2011 for Used (2004) 724D TigerCat S/N 724065 - $65,000.00. Josh Hammond acquired loan from First Citizens on 01/12/2012 for principal amount of $50,075.00 – Loan No. 325355774; monthly payment amount $1,153.06, First Citizens Disclosure Statement. (Documents included in discovery received from Josh Hammond and also previously provided in Defendant/Third Party Plaintiff, Richard Tod Hammond's Responses to Plaintiff, Josh Hammond's First Set of Requests for Production in Response #1.

Payments to First Citizens for the 2004 TigerCat 720D – Loan No. 32535574 as follows: (Copies included in discovery rec'd from Josh Hammond unless noted otherwise)

01/13/2012 First Citizens Bank CK#4752039 - $50,000.00 payable to Josh Hammond signed over to Tidewater Acquisition
01/13/2012 CK#2596(TD Bank A#..5105) - $7500.00 down payment 724D
01/27/2012 CK#2597(TD Bank A#..5105) - $7500.00 down payment 724D
09/20/2012 CK#1037(Carolina First Acct#..7154/PAYROLL ACCT) - $3230.57 (Payment Amt. $2306.12)
10/05/2012 CK#1080(Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51 (Payment Amt. $1153.06)
11/12/2012 CK#1158(Carolina First Acct#..7154/PAYROLL ACCT) - $1153.06
12/03/2012 CK#1202(Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51 (Payment Amt. $1153.06)
01/09/2013 CK#1271(Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51 (Payment Amt. $1153.06)
02/08/2013 CK#1343(Carolina First Acct#..7154/PAYROLL ACCT) - $2094.51 (Payment Amt. $1153.06)
03/05/2013 CK#1380(Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51 (Payment Amt. $1153.06)
04/09/2013 CK#1422(Carolina First Acct#..7154/PAYROLL ACCT) - $2077.51 (Payment Amt. $1153.06)
05/08/2013 CK#1454(Carolina First Acct#..7154/PAYROLL ACCT) - $1153.06
06/07/2013 CK#1463(Carolina First Acct#..7154/PAYROLL ACCT) - $1153.06
07/09/2013 CK#1001(South Atlantic A#..3067 TITAN) - $1153.06
07/15/2013 CK#1008(South Atlantic A#..3067 TITAN) - $1153.06
08/12/2013 CK#1029(South Atlantic A#..3067 TITAN) - $1153.06
09/10/2013 CK#1056(South Atlantic A#..3067 TITAN) - $2077.51 (Payment Amt. $1153.06)
10/08/2013 CK#1092(South Atlantic A#..3067 TITAN) - $2077.51 (Payment Amt. $1153.06)
11/12/2013 CK#1114(South Atlantic A#..3067 TITAN) - $2077.51 (Payment Amt. $1153.06)
12/03/2013 CK#1363(South Atlantic A#..3067 TITAN) - $2077.51 (Payment Amt. $1153.06)

9. All documentation upon which you may rely or use to support your alleged ownership of the 2004 Tigercat 620C skidder.

RESPONSE: Contract of Sale from Tidewater Equipment Co. dated June 18, 2010 for 2004 TigerCat 620C S/N 6200569 - $70,000.00 amount to be financed, sold to: Hammond Land Clearing. (Copies included in discovery rec'd from Josh Hammond)

(Copies included in discovery rec'd from Josh Hammond unless noted otherwise)
Payments to Tidewater Equipment as follows:

03/16/2010 CK#1266(Carolina First A#..5105) - $15,000.00 PD TO TIDEWATER EQUIPMENT
03/16/2010 CK#1266(Carolina First A#..5105) - ($15,000.00) *CHECK RETURNED NSF – PD TO TIDEWATER EQUIPMENT
04/26/2010 CK#1366(Carolina First A#..5105) - $10,000.00 PD TO TIDEWATER EQUIPMENT
06/04/2010 CK#1476(Carolina First A#..5105) - $ 2,377.21 PD TO HIGH TIDE TWO
07/09/2010 CK#1522(Carolina First A#..5105) - $ 2,377.21 PD TO HIGH TIDE TWO
08/10/2010 CK#1628(Carolina First A#..5105) - $ 2,377.21 PD TO HIGH TIDE TWO
12/09/2010 CK#1658(Carolina First A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
01/17/2011 CK#1672(Carolina First A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
09/02/2010 CK#1690(Carolina First A#..5105) - $ 2,377.21 PD TO HIGH TIDE TWO
10/04/2010 CK#1903(Carolina First A#..5105) - $ 2,377.21 PD TO HIGH TIDE TWO
11/07/2010 CK#2000(Carolina First A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
02/16/2011 CK#2105(Carolina First A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
08/20/2011 CK#2384(TD Bank A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
11/12/2011 CK#2444(TD Bank A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
01/12/2012 CK#2594(TD Bank A#..5105) - $ 2,387.21 PD TO HIGH TIDE TWO
02/14/2012 CK#2642(TD Bank A#..5105) - $ 4,774.42 PD TO HIGH TIDE TWO
02/17/2012 CK#2687(TD Bank A#..5105) - $ 4,774.42 PD TO HIGH TIDE TWO

10. All documentation upon which you may rely or use to support your alleged ownership of the 1999 Tigercat 630 skidder.

RESPONSE: Tidewater Equipment Company Contract of Sale dated 2/12/09 for purchase of Used 1999 630 TigerCat Skidder, SN 6300524 = $30,000.00. Purchaser: Hammond Land Clearing located at 2552 Kirk Drive, Lancaster, SC, signed by Josh Hammond. A trade in credit of $10,000.00 was issued for a 450 Timber Jack CE4593, of which this item was owned by Tod Hammond, Hammond Land Clearing prior to 2006. Balance of $17,500.00 paid as follows: (Copies included in discovery rec'd from Josh Hammond)

CK#1645 dated 4/01/09 from Josh Hammond DBA Hammond Land Clearing Paid from BB&T Account..1633	($ 3,500.00)
CK#1661 dated 4/17/09 from Josh Hammond DBA Hammond Land Clearing Paid from BB&T Account..1633	($ 5,000.00)
First Citizens Bank ck#4332250 dated 4/28/09	($ 9,000.00)

11. All documentation upon which you may rely or use to support your alleged ownership of the "(2) Log Trailers" identified in your answer to Plaintiff's Interrogatory 4(a). (COPIES ENCLOSED)

RESPONSE: State of South Carolina Certificate of Title for 1999 Evans Trailer VIN# 1J9G142B2X1003489 – Issued 09-21-2009 to: Richard Tod Hammond, 2552 Kirkover Drive, Lancaster, SC 29720

State of South Carolina Certificate of Title for 1998 Evans Trailer VIN# 1J9G142B8W1003415 – Issued 09-21-2009 to: Richard Tod Hammond, 2552 Kirkover Drive, Lancaster, SC 29720

12. All documentation upon which you may rely or use to support your alleged ownership of the "Lowboy" identified in your answer to Plaintiff's Interrogatory 4(a).

RESPONSE: State of South Carolina Certificate of Tile for 1989 TrailKing Lowboy VIN# 1TKJ04227KM064213 – Issued 12-07-2012 to: Hammond Land Clearing, 1369 Lynwood Drive, Lancaster, SC 29720

13. All documentation upon which you may rely or use to support your alleged ownership of the "Mack" identified in your answer to Plaintiff's Interrogatory 4(a).

RESPONSE: South Carolina Certificate of Title for 1994 Mack Truck VIN# 1M2P267Y5RM020690 – Issued 12-28-2010 to: Hammond Land Clearing, 2552 Kirkover Drive, Lancaster, SC 29720

14. All documentation upon which you may rely or use to support your alleged ownership of the "Loader" identified in your answer to Plaintiff's Interrogatory 4(a).

RESPONSE: Tidewater Equipment Company Contract of Sale dated 11/24/08 for purchase of Used 1999 240 TigerCat Loader SN 2400215. (Copies included in discovery rec'd from Josh Hammond and additional initial copy enclosed)

15. All documentation upon which you may rely or use to support your alleged ownership of the "Skidder" identified in your answer to Plaintiff's Interrogatory 4(a).

RESPONSE: 620 C Skidder – See Response to #9 above listed.

16. All documentation wherein you requested from Josh Hammond that he provide you any individual item of equipment listed in your answer to Plaintiff's Interrogatory 4(a).

RESPONSE: None.

17. All documentation wherein you requested from Josh Hammond that he provide you either or both checks listed in your Answer to Interrogatory 4(a).

RESPONSE: None.

18. Copies of all checks identified in your answer to Plaintiff's Interrogatory 6.

RESPONSE: See Answer to #7 & #8 above listed. (Copies included in discovery rec'd from Josh Hammond unless noted otherwise)

19. Copies of all statements given by Defendant which are in the possession of Defendant or Defendant's attorney, whether written or recorded or otherwise, which relate to the matters contained in the pleadings in this action.

RESPONSE: No statements.

20. All documents, electronically stored information, and/or tangible things that you contend constitutes an admission or statement against the interest of the Plaintiff Josh Hammond.

RESPONSE: None.

21. All documents, electronically stored information, and/or tangible things that constitutes an admission against the interest of the Defendant/Third-Party Plaintiff Richard Tod Hammond.

RESPONSE: None.

22. All communication or correspondence, whether documentary or electronically stored information or otherwise, between you or any of your agents and Timothy Griggs or Griggs Forestry or agents of either, from January 1, 2013 to present that concern or relate to any facts and/or documents upon which you have produced and/or may rely to substantiate the claims you have alleged against any party in this case.

RESPONSE: Griggs Forestry Settlement Sheets that were previously provided in Defendant/Third Party Plaintiff, Richard Tod Hammond's Responses to Plaintiff, Josh Hammond's First Set of Requests for Production in Response #1.

April 2, 2013

Francis L. Bell, Jr.
Attorney for Defendant/Third Party Plaintiff
Francis Bell Law Firm, LLC
312 N. Main Street
P.O. Box 867
Lancaster, SC 29721
803-283-8476/Fax: 803-286-4864
E-mail: fbell@fbell-law.com

Cutter 720D

EXHIBIT 3

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

CONTRACT OF SALE

SOLD TO Josh Hammond Land Clearing
2552 Kirkover Drive
Lancaster, SC 29720
COUNTY Lancaster PHONE 803.287.4384

SELLING BRANCH Pelkton, NC
704.272.7485

DATE June 11, 2009

Deliver to

Salesman Mac McLendon 910 610 7023

Payment method First Citizens / Customer CK

Delivery date

SSN Birthdate

Insurance

QUANTITY	DESCRIPTION	TOTAL
1	2004 Tigercat 720D s/n 720389O	$70,000.00
	Cummins Tier II 174HP engine	
	Tigercat 5500 Saw Head	
	24.5 L-32 Tires	
	CK# 4332510 First Citizens	<50000.00>
	August 10 Customer CK# 1777	6,666.67
	Aug. 10 " " # 1778	6,666.67
	Sept. 11 " " # 1779	6,666.67
	Balance as Sept. 11, 2009	0
	Sold "As Is"	

By executing this Equipment Order from the Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified herein at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this Order becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

Witness Mac McL

PURCHASER Hammond Land Clearing
By: Josh Hammond
Printed name Josh Hammond
Date 6/11/09

EXHIBIT 4

First Citizens

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,534.57	06-11-2009	06-01-2014	325106383			RS501	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
NANCY S HINSON
P O BOX 851
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

Principal Amount: $50,534.57 **Interest Rate:** 6.990% **Date of Note:** June 11, 2009

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand Five Hundred Thirty-four & 57/100 Dollars ($50,534.57), together with interest on the unpaid principal balance from June 11, 2009, at an interest rate of 6.990% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 59 regular payments of $985.50 each and one irregular last payment estimated at $30,167.13. My first payment is due July 1, 2009, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 1, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to the account as billed if I receive a periodic billing invoice or in the order of late charges, insurance charges, interest, principal and other charges for loans that have a payment coupon. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. If I pay off this Note early, I may be entitled to receive a refund of a portion of the prepaid fees or charges as provided in the South Carolina Consumer Protection Code. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens , Loan Operations MC 994033, PO Box 29 Columbia, SC 29202.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.80 or greater than $16.60. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

INTEREST AFTER DEFAULT. If Lender declares my entire loan immediately due after a default, or upon final maturity, then the total sum due under this Note will accrue interest from the date of acceleration or maturity at the interest rate under this Note until paid in full.

DEFAULT. I will be in default if any of the following happens: (A) Payment Default. I fail to make a payment as required by this Note. (B) Other Defaults. The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

LENDER'S RIGHTS. If I am in default, Lender may, in addition to any other rights Lender has and subject to any cure and notice provisions of the South Carolina Consumer Protection Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay an attorney to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, however not to exceed fifteen percent (15%) of the unpaid debt after default.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: certificates of deposit described in an Assignment of Deposit Account dated June 11, 2009.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

CREDITING OF PAYMENTS. Payments received by a teller in one of our branches on a business day before the close of business at that branch (generally 5:00 p.m.; 6:00 p.m. on Fridays at certain branches) will be considered received that day. Payments received after the close of business at that branch or anytime on a non-business day will be considered received on the next business day we are open. Please note that because we balance ATMs anytime between the hours of 12:00 noon and 2:00 p.m., a payment made through an ATM may be dated and credited one business day later than if the payment had been made in the lobby or at a drive-in-window. If a payment is made through On-Line-Banking or Telephone Banking before 4:00 p.m. on a business day, we will consider that day to be the day of the payment. If a payment is to be mailed to a specific address furnished by the Bank, the payment will be considered received and credited to the account on the same business day received. If the payment is not mailed to the address furnished by the Bank, crediting of the payment may be delayed. Every day is a business day, except Saturdays, Sundays, and federal holidays. Some methods of payment may not be available on all products. You should check with a Bank representative if you have questions concerning available payment methods.

If you make any payments on this Agreement by check, draft or other item that is dishonored for any reason, You agree to pay the Bank's reasonable check charge as allowed by law. This charge will be in addition to any NSF or similar charge, which may be assessed against the account itself by the paying bank.

REFINANCE OF FINAL PAYMENT. The remaining unpaid balance on the scheduled maturity date of this Note may be refinanced when due based on the following formula:

Lender's terms will be based on age and type of collateral and the interest rate will not exceed 6 points above The Wall Street Journal Prime Rate for the first Bank business day of the month in which the maturity date of the note occurs. The minimum interest rate to be charged for the refinancing will be the Annual Percentage Rate in the original note. Any change in the terms and/or interest rate will result in a corresponding change in the amount of the payment as disclosed at the time of refinancing. This refinancing must comply with all federal, state and local requirements.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE ATTACHED NOTICE TO COSIGNER, I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal) X _____ (Seal)
JOSH T HAMMOND NANCY B HIMSON

[illegible]

IMPORTANT INFORMATION ABOUT PRIVACY

Borrower:	JOSH T HAMMOND NANCY B HINSON P O BOX 651 LANCASTER, SC 29721	**Lender:**	FIRST CITIZENS BANK AND TRUST COMPANY, INC Lancaster Office 500 N Main St Lancaster, SC 29720
Grantor:	NANCY HINSON		

IMPORTANT INFORMATION ABOUT PRIVACY

We are pleased to to provide you with this notice of our consumer privacy policies and practices and of your rights. These privacy policies and practices apply to First Citizens Bancorporation, Inc. and to all of the companies within the First Citizens family of companies. In this document, these companies are referred to by such terms as "us", "we", "our affiliates" or "our organization". Customers of the following affiliated companies are receiving this notice:

First Citizens Bank and Trust Company, Inc.
First Citizens Securities Corporation
First Citizens Capital Management, Inc.
The Exchange Bank of South Carolina, Inc.
Merchants and Farmers Bank of Comer, Georgia
FCB/SC Capital Trust I
FCB/SC Capital Trust II
First Citizens Housing Development, LLC
First Citizens CDE, LLC
Congaree 1, LLC
Daniel Island HPR, LLC
Wateree Enterprises, Inc.
Wateree Life Insurance Company
Wateree Agency, Inc.

OUR COMMITMENT TO OUR CUSTOMERS

We Value Your Trust.
Trust is the foundation of our relationship with you. You have selected us to provide financial products and services because you trust us to act with integrity, to administer your accounts accurately, to handle information about you responsibly and to preserve the confidentiality of your financial affairs. We strive every day to earn your trust and confidence.

We recognize and respect your privacy expectations and are committed to protecting your privacy rights. At the outset, we want to assure you that:

- We do not sell our customer mailing lists or other customer information to outside marketing firms.
- We do not disclose medical information except as necessary to process insurance applications and claims or as otherwise required or permitted by law.
- We will continue to protect your privacy rights even after you close your accounts or become an inactive customer.

About This Notice.

This notice describes our consumer privacy policies and practices and also certain rights you have under federal law. It summarizes what information we collect, how we use it, with whom we share it and what we do to protect it. These policies and practices are intended to protect the confidentiality of your information if you obtained financial products or services from us primarily for personal, family or household purposes. They apply with equal force to both current and former customers. When we use the term "information" in this notice, we mean information that is personal to you and not otherwise publicly available. The policies and practices described in this notice do not apply to or protect information about you that is publicly available, information about business entities, or information about individuals who obtain financial products or services for business, commercial or agricultural purposes.

We Collect and Use Information Responsibly.

We limit the information we collect about you to information we need to administer our business and provide you with high quality financial products and services. We use information about you to administer your accounts, process your transactions, serve your financial needs, determine your eligibility for other products and services we offer and provide you with information about products, services and other opportunities that may interest you. The types of information we collect and may share with our banking, insurance and securities affiliates for marketing purposes, unless you tell us not to, include:

- Information about your experiences and transactions with us, with our affiliates or with others. For example, this information may include your account balance, payment history, or credit card usage.
- Information you provide us on applications, personal financial statements or in other oral, written or electronic communications. For example, this information may include your name, address, Social Security number, employer, assets and income. However, the only information we collect about you through our websites is information you voluntarily provide.
- Information we receive from consumer reporting agencies (credit bureaus). For example, this information may include your credit history and other information about your creditworthiness.
- Information we obtain from market research organizations to learn more about you and your financial needs. For example, this information may include demographic information about the neighborhood in which you live.

Note: Medical information obtained as part of an application for insurance is shared only with those within our organization who require access to process the application. Additional standards of confidentiality protect information related to trust and fiduciary services.

We Limit Employee Access to Your Confidential Information.

All employees are governed by a Code of Conduct that includes the responsibility to protect the confidentiality of our customers' financial information and other personal information. Employees are bound by this Privacy Policy and are also educated on implementing our organization's security policies and practices. Only employees actively engaged in their assigned duties are permitted access to or use of customer information.

We Share Information Within Our Organization to Serve You Better.

Opportunities arise when we can serve you more efficiently and make it easier for you to do business with us by sharing information about you within our organization. For example, if you have an account with one of our affiliates and want to open an account with another, you may not have to furnish application information twice.

As permitted by federal law, we routinely share within our organization information needed to identify and contact you as well as information about your transactions and experiences with us. In addition, unless you tell us not to, we may share other information (which we call "non-experience information") about you within our organization, including sharing with our banking, insurance and securities affiliates for marketing purposes, including:

- Information we obtain from your applications, personal financial statements or other forms, such as your income or marital status;
- Information we obtain from a consumer report or a credit bureau, such as your credit history;
- Information we obtain to verify your representations to us, such as open lines of credit you may have with others; and
- Information we obtain from others regarding employment, credit or other relationships you may have with them, such as your employment history.

Companies in our organization who may receive this information are financial service providers, such as our banking, insurance and securities affiliates.

How to Tell Us Not to Share Non-Experience Information.

If you ask us not to share non-experience information within our corporate family, you may miss out on financial products and services of interest to you. However, if you prefer that we refrain from sharing non-experience information, you may direct not to by calling us at

(888)612-4444. When two or more customers jointly obtain a financial product or service from us, we will treat a request not to share non-experience information made by one of the joint customers as applying to all of the joint customers. We will process your request as quickly as we can.

Your Choice to Limit Marketing (Marketing Opt-Out) and How Not to Share Non-Experience Information with Affiliates for Marketing Purposes.

Our First Citizens Bancorporation family of companies: First Citizens Bank and Trust Company, Inc.; First Citizens Securities Corporation; First Citizens Capital Management, Inc.; The Exchange Bank of South Carolina, Inc.; Merchants and Farmers Bank of Comer, Georgia; Waterss Enterprises, Inc.; Waterss Life Insurance Company and Waterss Agency, Inc. are providing this notice. Federal law gives you the right to limit some but not all marketing from the companies listed above.

Federal law also requires us to give you this notice to tell you about your choice to limit marketing from First Citizens Bank and Trust Company, Inc.; First Citizens Securities Corporation; First Citizens Capital Management, Inc.; The Exchange Bank of South Carolina, Inc.; Merchants and Farmers Bank of Comer, Georgia; Waterss Enterprises, Inc.; Waterss Life Insurance Company and Waterss Agency, Inc. companies.

You may limit First Citizens Bank and Trust Company, Inc.; First Citizens Securities Corporation; First Citizens Capital Management, Inc.; The Exchange Bank of South Carolina, Inc.; Merchants and Farmers Bank of Comer, Georgia; Waterss Enterprises, Inc.; Waterss Life Insurance Company and Waterss Agency, Inc. companies, such as our banking, insurance and securities affiliates, from marketing their products or services based on your personal information that we receive from any of our other banking, insurance and securities affiliated companies. This information includes, but is not limited to, application information such as your income, assets and liabilities, personal financial statement information, consumer report information such as your credit history, information from others such as open lines of credit, employment history and information from your transactions with us.

Your choice to limit marketing offers from these affiliate companies will apply until you tell us to change your choice. We will treat a request not to share information made by one of the joint customers on an account as applying to all of the joint customers. We will process your request as quickly as we can. To opt-out of sharing non-experience information with our banking, insurance and securities affiliates and to limit marketing offers, call us at (888)612-4444.

We Disclose Information to Nonaffiliated Third Parties Only as Permitted by Law.

We do not disclose information about you to anyone outside our organization without your consent except as permitted by law. For example:

- We disclose information necessary or appropriate to process your transactions and to maintain and service your accounts with us.
- We disclose information about your experiences with us to credit bureaus in accordance with well-established banking practices and the federal Fair Credit Reporting Act.
- We may disclose information necessary to protect against fraud or loss.
- We may disclose information in response to a subpoena or court order.

We routinely use outside companies to assist us in administering your accounts and in the day-to-day conduct of our business. For example, other companies perform specialized support services for us or on our behalf when they print checks for you, help us process your transactions and service your accounts, and assist us in our marketing efforts.

Sometimes we enter into joint marketing agreements with other financial institutions to offer you products or services we do not currently offer. We may disclose any of the information we collect as described above to companies that perform services (including marketing services) for us or on our behalf and to other financial institutions with which we have joint marketing agreements. However, when we do so:

*We choose our business partners carefully and deal only with reputable companies;
*We limit the information we share to the information the company needs to do the job; and
*The company is required by law or contract to preserve the confidentiality of your information and to restrict its use to the purposes intended. The company cannot use your information for its own purposes.

We also provide your information to others when you give us permission to do so. For example, if you fill out a card we sent you requesting more information about an insurance product offered by a non-affiliated company we told you about, we would forward your request including your name and address to that company. Of course, if you change your mind you can always "opt-out" of that disclosure by calling us at (888)612-4444. If you did that, we would not share that information.

Other Privacy Protections.

You may have additional privacy rights in the future under the laws of South Carolina or the state in which you reside, and we may be required to send you additional notices or disclosures. We will comply with all applicable state and federal laws that protect the privacy of your information.

Opt Out Information

Your Right to Opt Out of Information Sharing. If you prefer that we not disclose information not solely related to transactions or experiences with you to our affiliated companies, you may opt out of those disclosures, that is you may direct us not to make those disclosures (other than disclosures permitted by law).

We will treat an opt out direction by any joint account holder as applying to all parties on the account.

You may notify us of your intent to opt out of affiliate sharing by using the following method.

How to Opt Out of Information Sharing. To opt out of sharing information with our affiliated companies, you may call us at the following number: (888) 612-4444

If we do not receive notice of your intent to opt out of information sharing with our affiliated companies within 10 days of delivery of this notice to you, we are authorized to disclose information about you to our affiliated companies in accordance with our privacy policies and practices.

A Final Comment.

We are confident our consumer privacy policies and practices warrant your trust and confidence. If you have any questions, please contact us at (888) 612-4444 or you may visit one of our offices. Thank you for doing business with us.

Consumer tips for protecting personal information.

- Never give out your Social Security number or personal credit information over the telephone unless you initiate the call.
- Tear up or shred receipts, bank statements and unused credit card offers before discarding them.
- Watch your mail. If you are missing a statement, a check or a bill, someone may have changed your address. Call the source to find out why the item is missing. Also, don't mail sensitive information from your home mailbox where it can be taken. Drop it in a post box or at the Post Office instead.
- Review your credit report annually and correct any mistakes.
- Know the reputation of companies you deal with, especially over the Internet.
- Make sure you use secure sites on the Internet. Your browser should display a key or a padlock to indicate secure sites.
- Don't open suspicious e-mails.
- Protect your Personal Information Numbers (PINs) and passwords. Change your passwords often, using a combination of letters and numbers.
- Report any suspected fraud immediately.

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First Citizens

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,534.57	06-11-2009	06-01-2014	325105353			RSS01	

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Any item above containing "***" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
NANCY B HINSON
P O BOX 651
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
7.039%	$14,242.06	$50,459.57	$64,701.63

PAYMENT SCHEDULE. My payment schedule will be 59 monthly payments of $585.50 each, beginning July 1, 2009; and one payment of $30,167.13 on June 1, 2014.

SECURITY. A security interest is being given in A CERTIFICATE OF DEPOSIT. In addition, collateral securing other loans with Lender may also secure this loan.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.60 or greater than $16.50. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

PREPAYMENT. If I pay off early, I may be entitled to a refund of part of the prepaid finance charges, and I will not have to pay a penalty.

REQUIRED DEPOSIT. The Annual Percentage Rate does not take into account my required deposit.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on June 11, 2009, prior to signing the Note.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

Amount Financed Itemization

Amount paid to me directly: $50,000.00 Lender's Check # 4332510		$50,000.00
Amount paid to others on my behalf: $459.57 for Credit Insurance		$459.57
Total Financed Prepaid Finance Charges:		$75.00
Note Principal:		$50,534.57
Prepaid Finance Charges:		$75.00
Financed: $75.00 Loan Processing Fee	$75.00	
Amount Financed:		$50,459.57

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WATEREE LIFE INSURANCE COMPANY

1230 Main Street * Columbia, South Carolina 29201 1-877-312-8111
(hereinafter called the Company)

INDIVIDUAL CREDIT LIFE INSURANCE POLICY

325105353
Loan Account # / Insurance Policy Number

This Policy insures you. This insurance is subject to the terms, provisions, conditions, definitions, limitations and exceptions in this Policy. You are insured only if you have paid the premium and if you are an acceptable risk based on the information in the Application and Health Certificate.

SCHEDULE OF INSURANCE

INSURED DEBTOR	ADDRESS - STREET		DOB
JOSH T HAMMOND	P O BOX 651		05-30-1988
CITY	STATE	ZIP	SSN / AGE
LANCASTER	SC	29721	[redacted] / 21

SECOND BENEFICIARY (IF ANY)

ATTACHED TO PAYMENT	DATE FIRST PAYMENT DUE	TERM IN MONTHS	TOTAL PREMIUM
$ 60,634.57	08 11 2009	59.7	$ 459.57

FIRST BENEFICIARY (CREDITOR)
FIRST CITIZENS BANK AND TRUST COMPANY, INC
500 N Main St
Lancaster, SC 29720

POLICY AMOUNT
DECREASING $ 20,790.97
LEVEL $ 29,743.60

PREMIUM
DECREASING $ 145.76
LEVEL $ 313.81

COVERAGES
SINGLE LIFE
[x] MONTHLY DECREASING
[ ] QUARTERLY DECREASING
[ ] ANNUAL DECREASING
[x] LEVEL TERM

INSURED OCCUPATION

HEIGHT AND WEIGHT
FT & IN. / LBS

APPLICATION AND HEALTH CERTIFICATE - TO BE ANSWERED COMPLETELY BY DEBTOR

1. Have you been medically treated or diagnosed in the past five years for any of the following:

a) Heart attack or chest pain?	☐YES	☐NO	l) Any disease of:		
b) Arteriosclerosis?	☐YES	☐NO	Heart?	☐YES	☐NO
c) High Blood pressure or blood disorder?	☐YES	☐NO	Lungs?	☐YES	☐NO
d) Mental disorder or nervous?	☐YES	☐NO	Brain?	☐YES	☐NO
e) Ulcer?	☐YES	☐NO	Liver?	☐YES	☐NO
f) Cancer?	☐YES	☐NO	Stomach?	☐YES	☐NO
g) Tumor?	☐YES	☐NO	Intestines?	☐YES	☐NO
h) Diabetes?	☐YES	☐NO	Kidneys?	☐YES	☐NO
i) Paralysis?	☐YES	☐NO	m) Any other illness, or injury requiring surgery or hospital care in the past five years?	☐YES	☐NO
j) Back or spinal disorder?	☐YES	☐NO			
k) Acquired Immune Deficiency Syndrome or tested positive for HIV?	☐YES	☐NO			

2. Have you been declined, postponed, or modified in plan or rate for any life or health insurance? ☐ YES ☐ NO
If yes, please furnish details: _____

DATE	NATURE OF ILLNESS OR INJURY	DURATION	NAME AND ADDRESS OF DOCTOR OR HOSPITAL	NATURE AND RESULTS OF TREATMENT

AUTHORIZATION TO RELEASE MEDICAL HISTORY. I HEREBY AUTHORIZE ANY LICENSED PHYSICIAN, MEDICAL PRACTITIONER, HOSPITAL, CLINIC, OR OTHER ORGANIZATION, INSTITUTION, OR PERSON, THAT HAS ANY RECORDS OR KNOWLEDGE OF ME OR MY HEALTH, TO GIVE TO WATEREE LIFE INSURANCE COMPANY OR ITS REINSURER(S) ANY SUCH INFORMATION. A PHOTOGRAPHIC COPY OF THIS AUTHORIZATION SHALL BE VALID AS THE ORIGINAL.

IMPORTANT NOTICE TO DEBTOR: If the term of your loan exceeds the term of this insurance, you have purchased truncated coverage. The death benefit, if any, will only be payable if death occurs during the term of this insurance.

Signature of Proposed Insured _____ Agent/Witness _____

Dated _____ Approval # _____
(Required if Any question is answered yes)

If the insurance and loan terms are the same, as shown above, the insurance is for the length of the loan. You may choose top purchase insurance for a term shorter than your loan term. This will be reflected in the schedule by the fact that the insurance term is shorter than the loan term.

FOR SPECIFIC INFORMATION REGARDING YOUR CREDIT INSURANCE, CONTACT THE CREDITOR OR THE INSURANCE COMPANY. FOR GENERAL INFORMATION OR TO MAKE A COMPLAINT REGARDING YOUR CREDIT INSURANCE, PLEASE CONTACT THE SOUTH CAROLINA DEPARTMENT OF INSURANCE AT 1-800-768-3467.

YOU CAN CANCEL THIS POLICY WITHIN 30 DAYS OF ITS RECEIPT. YOU MUST SO NOTIFY US IN WRITING. THE POLICY WILL BE VOID FROM ITS BEGINNING. YOU WILL BE DUE A REFUND OR CREDIT TO YOUR ACCOUNT FOR THE PREMIUM YOU PAID OR WERE CHARGED.

GENERAL PROVISIONS

Wateree Life Insurance Company, herein we, us or our, agrees to provide life insurance to the Debtor named on the reverse, herein you or your, provided: (1) the desired coverage is indicated on reverse; (2) the permium for this coverage is paid and indicated on reverse; (3) the application is completed and signed by the Debtor and duly licensed agent; and (4) all questions are answered no; or if answered yes, an approval number is secured form our Home Office and entered on this policy.

ENTIRE CONTRACT - The information on the face of this policy; the policy provisions; the application; and any endorsements, together form the entire insurance agreement.

DEATH BENEFIT - Level Coverage: The initial amount of insurance will be paid. Reducing Coverage: The amount to be paid will be the scheduled net balance on your loan at the time of your death (less any unearned interest or finance charge). If the initial amount of insurance is less than the initial amount of the loan, the death benefit will be the same proportion of the scheduled net balance on your loan at the time of your death (less any unearned interest or finance charge) as the initial amount of the loan.

PAYMENT OF BENEFITS - Benefits will be paid to the Creditor to: (1) reduce; or (2) payoff your loan. Any excess life insurance benefit shall be paid by seperate check to: (1) the secord beneficiary named on the policy, if any, or (2) your estate. Proof of death, satisfactory to us, must be furnished before any death benefit will be paid.

FILING CLAIMS - If you die, your next of kin should give the Creditor a copy of your death certificate. The Creditor will send this to us with a claim form that shows the unpaid balance on your loan.

MAXIMUM AMOUNT AND TERM OF LIFE INSURANCE

LEVEL COVERAGE			REDUCING COVERAGE		
AGE*	AMOUNT	TERM	AGE*	AMOUNT	TERM
18-55	$150,000	10 YEARS	18-55	$150,000	10 YEARS
56-59	$100,000	10 YEARS	56-59	$150,000	**
60-65	$100,000	5 YEARS	60-65	$100,000	**

*Age on the effective date of policy. NOTE: Only real estate loans can be insured for terms in excess of 10 years.
**All policy terms are limited to a maximum of age 70.

CONTESTABLE PERIOD - We have the right to rely on your signed statement regarding your medical conditions or medical history as being true to your best knowledge and belief. If you answered falsely and a claim is: (1) caused by; or (2) the result of misrepresented condition or event, we may refuse to pay any benefit. If so, you will be due a refund or credit for any unearned premium. However, after this policy has been in effect for two years during your lifetime, we will: (1) continue the coverage; and (2) pay any benefits due, regardless of your error.

MISSTATEMENT OF AGE - If your age is misstated, we will pay no more than the amount of insurance that would have been in effect based on the amount of insurance you were eligible for at your correct age. You will be due a: (1) refund; or (2) credit for premium paid for any excess insurance.

SUICIDE - If you have single life coverage and commit suicide, whether sane or insane, within two years of the policy effective date, we will not pay a death benefit. Your estate will be due a: (1) refund; or (2) credit for any unearned premium.

REFUND METHODS - Level Life: Pro Rate. Reducing Life: Sum of the Digits/Rule of 78's. The minimum refund is $3.00.

DISCHARGE OF DEBT PRIOR TO MATURITY - If the loan this policy insures is: (1) renewed; or (2) refinanced before it matures, new insurance may be issued on the new loan. If so, the: (1) contestable period; and (2) suicide exclusion run from this policy's effective date for the amount and term that remains when you either: (a) renewed; or (b) refinanced your loan. You will be due a: (1) refund; or (2) credit for any unearned premium. If you do not qualify for new insurance, you may elect to leave this policy in force. To do so, you must sign an election form provided by the Creditor. Otherwise, you will be due a: (1) refund; or (2) credit for any unearned premium. If you pay off your loan, this policy will terminate on the date of the payoff. You will be due a: (1) refund; or (2) credit for any unearned premium. Please notify us if you have not received such refund or credit within 60 days.

CLERICAL ERROR - by the Creditor shall not: (1) void insurance that otherwise should be in forcel or (2) continue insurance that otherwise should not be in force.

CHANGES - Only our President and Treasurer may change; modify; or waive any provision of this policy; and then, only in writing. We will not be bound by any: (1) promise; or (2) statement made by any person, except as stated here.

LEGAL ACTION - NO action: (1) at law; or (2) in equity shall be brought to recover on this policy prior to expiration of 60 days after written proof of loss is given to us as required. No such action shall be brought later than six years after the time written proof of loss is required to be furnished.

PRESIDENT

Melissa A. Mendenall
TREASURER

First Citizens

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,534.57	06-11-2009	06-01-2014	328105353			RS501	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
NANCY B HINSON
P O BOX 851
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

LOAN TYPE. This is a Fixed Rate (6.880%) Disclosable Loan to two individuals for $50,534.57 due on June 1, 2014.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☒ Personal, Family, or Household Purposes or Personal Investment.

☐ Business (including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE EQUIPMENT.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $50,534.57 as follows:

Amount paid to me directly: $50,000.00 Lender's Check # 4332510	$50,000.00
Amount paid to others on my behalf: $459.57 for Credit Insurance	$459.57
Total Financed Prepaid Finance Charges: $75.00 Loan Processing Fee	$75.00
Note Principal:	$50,534.57

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 11, 2009.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

X _____ (Seal)
NANCY B HINSON

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

I desire Credit Life Insurance on JOSH T HAMMOND ($459.57 Premium).

Only the person(s) named above will be insured for Credit Life Insurance. By accepting any application for insurance, Lender is not agreeing to provide insurance. No insurance is provided unless a premium is paid and an insurance policy is issued.

I understand that the credit insurance for this loan may not cover the entire loan amount and/or the entire loan term.

Prior to signing this Credit Insurance Notice on June 11, 2009, I read and understood all of the provisions of this Disclosure, and I agree to pay all premiums for the insurance indicated above.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

X _____ (Seal)
NANCY B HINSON

LASER PRO Lending, Ver. 9.41.00.005 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. - SC F:\APPS\CFI\LPL\D1.FC TR-211104 PR-32

First Citizens

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
150,534.57	08-11-2008	08-01-2014	328103853			R8601	

References in the boxes above are for Lender's use only and do not limit the application of the document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower:	JOSEPH T HAWKINS NANCY R HINSON P O BOX 661 LANCASTER, SC 29721	Lender:	FIRST CITIZENS BANK AND TRUST COMPANY, INC Lancaster Office 800 N Main St Lancaster, SC 29720
Grantor:	NANCY HINSON 1358 SUTTLE RD LANCASTER, SC 297209567		

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated June 11, 2008, is made and executed among NANCY HINSON ("Grantor"), JOSEPH T HAWKINS and NANCY R HINSON ("Borrower") and FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including a Controlling Deposit Account, and grants to Lender the rights to withdraw funds from the Deposit Account and to apply or transfer funds in the Deposit Account in accordance with the terms of this Agreement. Grantor authorizes Lender to withdraw funds from the Deposit Account without any further notice or demand to Grantor. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to endorse instruments received in payment of or in exchange for the Collateral and to take whatever other actions may be necessary or desirable for Lender to obtain the benefits of this Agreement with respect to the Collateral. In addition to all other rights which Lender may have as a holder of a security interest, Lender shall have the right to offset the Indebtedness against the Deposit Account.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) (Account(s)):

CD Account Number 2001186544SE with Lender with an approximate balance of $150,000.00

together with (A) all interest, whether accrued or hereafter accruing; (B) all additions thereto and substitutions therefor; and (C) all proceeds (including without limitation all insurance proceeds and refunds of premiums) from the Account and all additions, replacements and substitutions, and all proceeds from any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's rights, whether now existing or hereafter arising or acquired from time to time, in and to any accounts with Lender, regardless of the purpose for which those accounts may be used and whether they are checking, savings, or some other type of account. Accounts with Lender do not include (A) any IRA, Keogh, or trust accounts, or (B) any consumer deposit accounts, including but not limited to checking, savings, or money market accounts, that are used primarily for personal, family, or household purposes.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

(A) "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

(B) "Borrower" means JOSEPH T HAWKINS and NANCY R HINSON and includes all co-signers and co-makers signing the Note and all their successors and assigns.

(C) "Deposit Account" means all deposit accounts (as that term is defined in the Uniform Commercial Code) of Grantor.

(D) "Grantor" means NANCY HINSON and includes all successors and assigns of Grantor.

(E) "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

(F) "Lender" means FIRST CITIZENS BANK AND TRUST COMPANY, INC, its successors and assigns.

(G) "Note" means the promissory note or credit agreement dated June 11, 2008, in the original principal amount of $150,534.57 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE MAY ENABLE BORROWER TO BORROW UP TO A MAXIMUM AMOUNT WHICH MAY BE INCREASED FROM TIME TO TIME.

(H) "Related Documents" means all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether obligations may be or hereafter may become barred by any statute of limitations, and whether obligations may be or hereafter may become otherwise unenforceable. Notwithstanding the foregoing, this Agreement will not secure any consumer debt entered into after this Agreement unless the consumer debt is made pursuant to a plan agreement or Lender complies with the applicable requirements of the Truth in Lending Act and Regulation Z with respect to consumer debt made after this Agreement.

RECOGNITION, WAIVERS AND PERFECTION. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral, or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement constitutes Grantor's legally valid and binding obligation; (B) Grantor has the full power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor holds good and marketable title to the Collateral free and clear of all liens and encumbrances except for the lien of Lender and any other liens disclosed in writing to Lender before the date this Agreement is signed; (D) no financing statement covering any of the Collateral is on file in any public office except those which reflect the security interest created by this Agreement or to which Lender has specifically consented; and (E) Grantor has made no representation to Borrower or Lender which would limit, restrict, or detract from this Agreement.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or nonpayment of the Indebtedness, of any disbursements made by Lender to or for the benefit of Borrower, and of any and all other notices and demands which Grantor may be entitled to, except for notices and demands expressly provided for in this Agreement. Grantor waives any right to require Lender to proceed against Borrower, to exhaust any Collateral held by Lender for the Indebtedness, to pursue any particular remedy or remedies, or to pursue any remedies in any order. Grantor waives any and all rights or defenses arising by reason of (A) any disability or lack of authority of Borrower to pay any sums owing on the Indebtedness or to perform Borrower's obligations under any instrument evidencing or securing the Indebtedness; (B) any dealings by Lender with Borrower, any guarantor or any other party liable for the Indebtedness; or (C) any failure by Lender to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any person liable on the Indebtedness. Grantor further waives any and all rights or defenses Grantor may have because the Indebtedness is secured by real estate. This means, among other things: (A) Lender may collect from Grantor without first foreclosing on any real or personal property Collateral pledged by Borrower; and (B) if Lender forecloses on any real property Collateral pledged by Borrower, the amount of the Indebtedness may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price. Grantor also waives any and all rights or defenses arising by reason of (A) the unclear disqualification or lack of capacity of any party to the Note or Related Documents, (B) the dissolution of Borrower, (C) the insolvency of Borrower, (D) the cessation from business of Borrower, (E) any election of remedies by Lender which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower for reimbursement, or (F) the disability of Borrower. Grantor hereby expressly waives and relinquishes all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or similar statute or rule.

SUBORDINATION. To the extent permitted by applicable law, Grantor subordinates all of Grantor's claims against Borrower, whether now existing or hereafter arising, including but not limited to all rights of indemnity, all rights of subrogation, all rights of contribution and all rights of reimbursement, to the full payment and satisfaction of the Indebtedness. Grantor shall not prosecute any claim against Borrower or any other party liable for the Indebtedness or any security for the Indebtedness, and Grantor waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower or any other party liable for the Indebtedness or any security for the Indebtedness, and Grantor waives any benefit of, and any right to participate in, any security now or hereafter held by Lender. Grantor subordinates all liens, security interests, guaranties, rights of offset, and other rights that Grantor now has or may hereafter have against Borrower or any other party liable for the Indebtedness to all of Lender's rights against Borrower and those other parties. Grantor does not subordinate Grantor's claims against Borrower for compensation for personal services rendered to Borrower in the ordinary course of Borrower's business, provided that Borrower's business is not insolvent and Borrower is not in default under this Agreement or any other agreement between Borrower and Lender.

REPRESENTATIONS AND PROMISES WITH RESPECT TO GRANTOR. Grantor represents and promises to Lender that Grantor's primary legal name and address is NANCY HINSON, 1358 SUTTLE RD, LANCASTER, SC 297209567.

GRANTOR'S REPRESENTATIONS AND PROMISES WITH RESPECT TO THE COLLATERAL. Grantor represents and promises to Lender that:

Ownership. Grantor owns and has good, marketable and legal title to the Collateral, free and clear of all liens, encumbrances, and claims except as disclosed to Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power and authority to enter into this Agreement and to grant the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There is no default, claim, or set-off right asserted by anyone with respect to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform all of Grantor's obligations under each contract forming a part of the Collateral, and Grantor will take all steps necessary to enforce all such obligations of other parties to the Collateral.

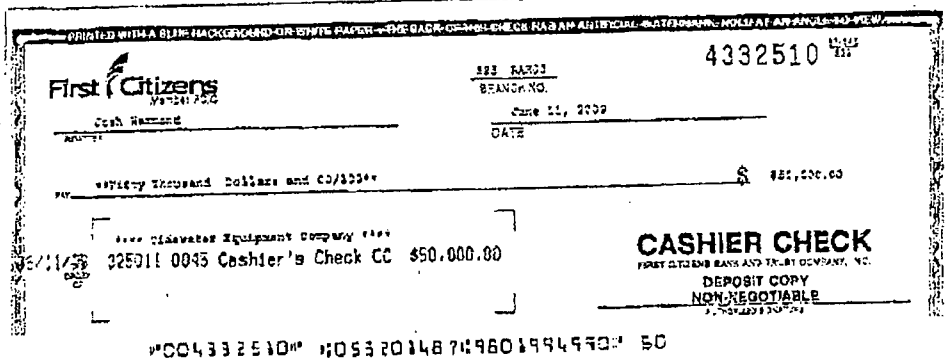
Proceedings. There are no proceedings pending or threatened against Grantor which might materially affect Grantor's ownership of the Collateral or which might affect Grantor's ability to grant a security interest in the Collateral to Lender.

Authorization. The execution, delivery and performance of this Agreement by Grantor and the creation of the security interest in the Collateral granted to Lender under this Agreement have been duly authorized by all necessary action by Grantor, and do not conflict with, result in a default under, or require any consent or approval under any law, regulation, ordinance, or any agreement or instrument binding upon Grantor or upon the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or statements, covering the Collateral, and Grantor will pay all filing fees and taxes related to such financing statements. Grantor will execute such additional documents and take whatever additional actions are necessary or desirable to keep perfected the security interests created by this Agreement. Grantor will reimburse Lender for all expenses incurred in perfecting or protecting the security interests created by this Agreement. Grantor will promptly notify Lender before any change in Grantor's name, including any change to the assumed business name of Grantor, any change in Grantor's state of residence, or any change in the name or structure of any person granting a security interest under this Agreement. Grantor will promptly notify Lender of any change in Grantor's address. If the Collateral is in the possession of a bailee, Grantor will notify the bailee of Lender's interest and will instruct the bailee to hold the Collateral for Lender's benefit and to follow Lender's instructions with respect to the Collateral. Grantor will promptly notify Lender of any change in the address of any person granting a security interest under this Agreement.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may exercise any or all of the following rights and powers:

EXHIBIT 5



PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER — THE DARK CONCEALER ON BACK REACTS TO CHEMICAL ALTERATION. HOLD AT AN ANGLE TO VIEW.

First Citizens

4332510

883 RA703
BRANCH NO.

June 11, 2009
DATE

Pay Fifty Thousand Dollars and 00/100** $ $50,000.00

Pay Three Rivers Equipment Company Inc

325011 0045 Cashier's Check CC $50,000.00

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.
DEPOSIT COPY
NON-NEGOTIABLE

⑈004332510⑈ ⑆053201487⑆9801994990⑈ 50

Account Number	Posting Date	Amount	Serial Number	Sequence Number	Type	Status	Description
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Check	Posted	

Page 1 of 1

EXHIBIT 6

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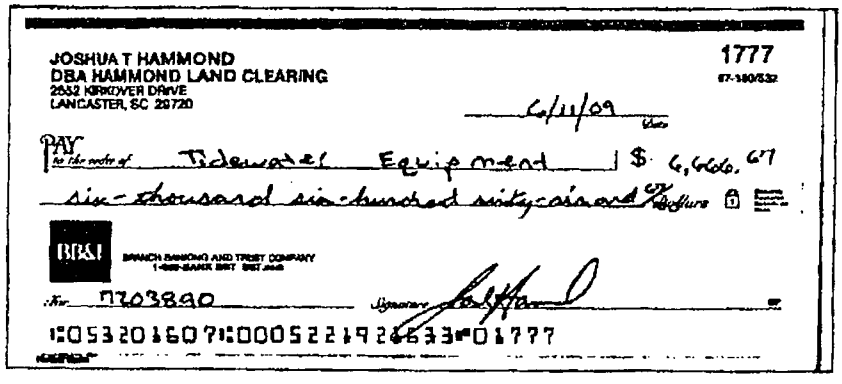

JOSHUA T HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DRIVE
LANCASTER, SC 29720

1777

6/11/09

PAY to the order of Tidewater Equipment $ 6,666.67

six-thousand six-hundred sixty-six and 67/100

BB&T BRANCH BANKING AND TRUST COMPANY

For 7703890

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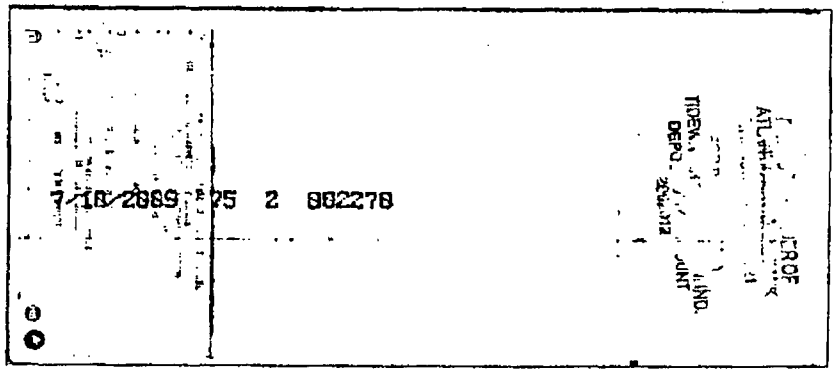

7-18-2089 25 2 882278

TIDEWATER EQUIP. DEPO...

ATLANTIC PROOF

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Amount	666667	**CR-DR**	D
Serial Number	0000001777	**Transaction Link**	012711290556163013

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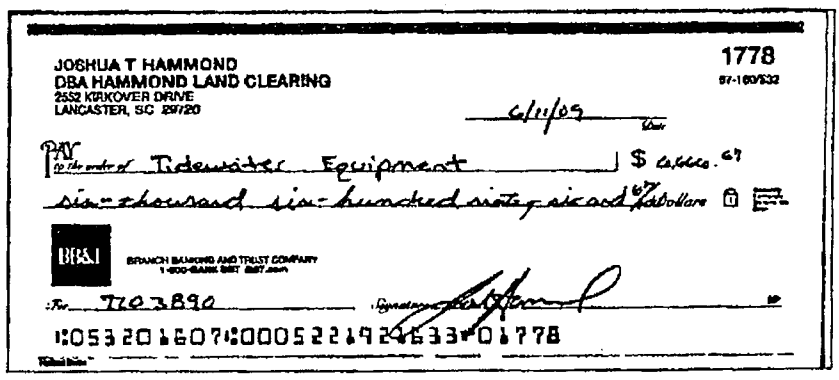


JOSHUA T HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DRIVE
LANCASTER, SC 29720

1778
57-160/532

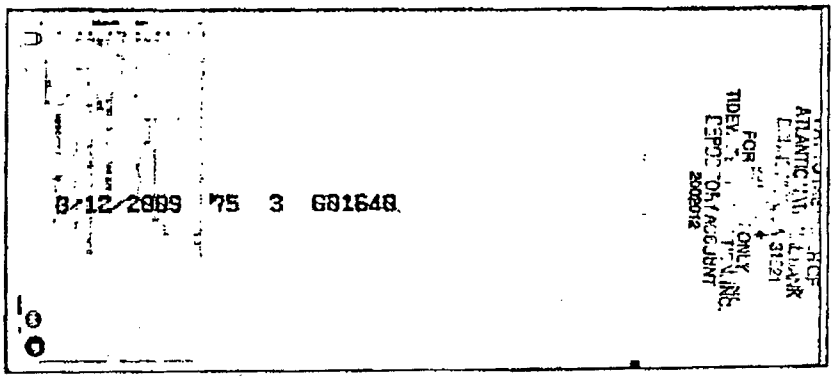
6/11/09

PAY to the order of Tidewater Equipment $ six hundred sixty six and 67/100 dollars

BB&T BRANCH BANKING AND TRUST COMPANY

For 7203890

:053201607:0005221921633 01778



8/12/2009 75 3 681648

TIDEW... FOR ... ONLY

ATLANTIC ... 31321

DEPOSITORY ACCOUNT 2009812

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Amount	666667	**CR-DR**	D
Serial Number	0000001778	**Transaction Link**	012233290687190412

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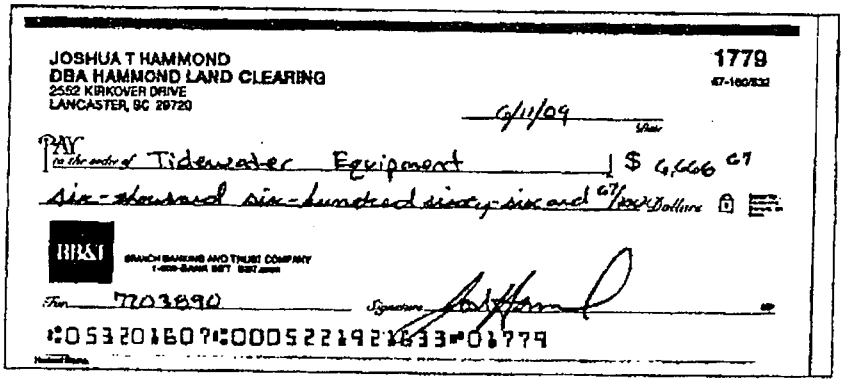


JOSHUA T HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DRIVE
LANCASTER, SC 29720

1779

6/11/09

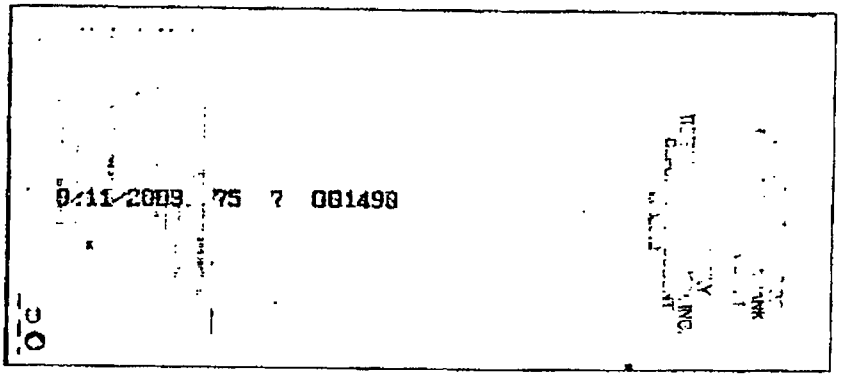
PAY to the order of Tidewater Equipment $ 6,666.67

six-thousand six-hundred sixty-six and 67/100 Dollars

BB&T BRANCH BANKING AND TRUST COMPANY

For 7703890

⑆053201607⑆0005221921633⑈01779



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Date	20090914	**Account Number**	0000005221921633
Amount	666667	**CR-DR**	D
Serial Number	0000001779	**Transaction Link**	011614290744258314

EXHIBIT
7

BB&T
RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

HAMMOND LAND CLEARING — EIN

☐ Corporation ☐ Government Entity ☒ Sole Proprietorship
☐ Unincorporated Association ☐ Partnership ☐ Non-Profit Corporation
☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Other

I, the undersigned, hereby certify to BB&T that I am the Secretary/Assistant Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Delegate or other Authorized Person) of the above named Organization duly organized and existing under the laws of the State of South Carolina, and that the foregoing is a true copy of resolutions duly adopted by the Organization at a meeting held on 01/09/2009, and that such resolutions are in full force and effect and have not been amended or rescinded.

RESOLVED, that BB&T is hereby designated as a depository institution for the Organization and the Organization agrees to be bound by the BB&T deposit account agreement and all other rules and regulations of the bank and that any person designated as a Designated Individual is hereby authorized on behalf of the Organization and in its name to endorse any and all checks, drafts, notes, money orders or other orders for the payment of money to the Organization, which endorsement may be in writing, stamp, book or other form of endorsement and on all such items all prior endorsements are guaranteed by the Organization irrespective of the lack of an express guarantee in the endorsement of the Organization; and

FURTHER RESOLVED, that any Designated Individual be and is hereby authorized to open any deposit account with BB&T but only those Designated Individuals who have executed a BB&T signature card shall have access to and be permitted to conduct transactions on any deposit account of the Organization; and

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Organization (notwithstanding any responsibility for the application of the proceeds thereof) all checks drafts, notes or other orders for the payment of money, that may be drawn or made payable to money in the accounts of or to the credit of the Organization and any instructions regarding the accounts of the Organization, whether oral, by phone or electronic means without limit, and to honor any authorization for the transfer of funds between different accounts

FURTHER RESOLVED, that any authority granted herein shall not be limited to the above named Designated Individuals, but shall extend to such additional or different individuals as are named as being so authorized in any written notification signed by any of the above Designated Individuals and

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, certify, pay or exchange any items bearing the signature of any one designated individual even though such payment may create an overdraft or even though such item may be drawn or endorsed to the order of any Designated Individual signing the same or tendered by such individual or a third party for exchange or cashing, or in payment of the individual obligation of such party, or for deposit to such individual's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Organization assumes full responsibility and holds harmless BB&T for any and all payments made or any item taken for collection by BB&T in reliance upon the signatures, including facsimiles thereof, of any Designated Individual or person authorized hereby, regardless of the fact that the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the actual or facsimile signature may have been affixed to any item if such signature reasonably resembles the specimen or facsimile signature of the Organization, or for refusing to honor any signatures not provided to BB&T, and that the Organization agrees to indemnify BB&T against any and all claims, demands, losses, costs, damages or expenses, (including reasonable attorney's fees) of every nature incurred by BB&T in relation to or arising out of any such payment; and

FURTHER RESOLVED, that any Designated Individual or person authorized thereby, is authorized to execute and deliver any night depository agreement, to enter into any agreement for the provision of cash management services, to lease a safe deposit box, to execute an electronic fund transfer agreement, to enter into an agreement to obtain a deposit access device, to enter into an agreement to obtain credit cards on behalf of the Organization, and to enter into other agreements relating to the deposit accounts at BB&T.

FURTHER RESOLVED, that any and all prior resolutions executed on or behalf of the Organization are hereby revoked and that the Organization authorizes BB&T to honor all checks and other items until the Organization officially notifies BB&T to the contrary in writing and that BB&T may continue to presume that this resolution and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Organization, but that the Organization, as changes to the Designated Individuals are made, will immediately record and notify such changes to BB&T through submission of a new Resolution And Agreement For Deposit Account and signature card and BB&T shall be fully protected in relying on such certifications and shall be indemnified and held harmless by the Organization for any claims, demands, losses, or damages resulting from, the signature of any Designated Individual so certified to BB&T (whether or not so certified); and

FURTHER RESOLVED, that all transactions by any officer or employee of this Organization on its behalf and in its name with BB&T prior to the adoption of this Resolution And Agreement For Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,
this 15th day of January, Year 2009

For Corporations including Non-Profit:

_____ (Seal)
Secretary/Assistant Secretary

(Corporate Seal)

For All Other Entities:

_____ (Seal)

_____ (Seal)

_____ (Seal)
(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

CLIENT COPY

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116 Brunswick, GA 31521

EXHIBIT 8

OFFER TO PURCHASE

Buyer Hammond Land Clearing
2552 Kirkover Dr.
Lancaster, SC 29720

County _____ Phone _____

Deliver to _____

_____

_____

SSN _____ DOB _____

Selling Branch Newberry, SC

Date 12-6-11

Salesman VanDennis

Payment method _____

Delivery date _____

Insurance _____

QUANTITY	DESCRIPTION	TOTAL
1	Used (2004) 724J Hercat/ With 5702 Saw Head/ 30.5 X 32 Tires SN. 7240651	65,000.00
	AS-Is	

As of the date of this Agreement, the hour meter reading of this machine is _____. If for any reason, Buyer does not complete the purchase of this machine, (he (or it) agrees to reimburse Tidewater for all additional hours of operation of the machine. Buyer agrees to pay Tidewater $_____ per hour for all additional hours, at the time the machine is returned to Tidewater.

By executing this Equipment Order form and Offer to Purchase, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AND INTEGRAL PART OF THIS OFFER TO PURCHASE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

WITNESS VanDennis

BUYER Hammond Land Clearing

By: X _____

Printed name _____

Date 12-6-11

EXHIBIT 9

First Citizens

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,075.00	01-12-2012	01-11-2016	326955774			BK602	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: JOSH T HAWMOND
P O BOX 681
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

Principal Amount: $50,075.00 **Interest Rate:** 5.000% **Date of Note:** January 12, 2012

PROMISE TO PAY. I ["Borrower"] promise to pay to FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand Seventy-five & 00/100 Dollars ($50,075.00), together with interest on the unpaid principal balance from January 12, 2012, at an interest rate of 5.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 48 payments of $1,153.08 each payment. My first payment is due February 11, 2012, and all subsequent payments are due on the same day of each month after that. My final payment will be due on January 11, 2016, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to the account as billed if I receive a periodic billing invoice or in the order of late charges, insurance charges, interest, principal and other charges for loans that have a payment coupon. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. If I pay off this Note early, I may be entitled to receive a refund of a portion of the prepaid fees or charges as provided in the South Carolina Consumer Protection Code. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens, Loan Operations MC BR4033, PO Box 29 Columbia, SC 29202.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $5.00 or greater than $17.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

INTEREST AFTER DEFAULT. If Lender declares my entire loan immediately due after a default, or upon final maturity, then the total sum due under this Note will accrue interest from the date of acceleration or maturity at the interest rate under this Note until paid in full.

DEFAULT. I will be in default if any of the following happens: (A) Payment Default. I fail to make a payment as required by this Note. (B) Other Defaults. The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

LENDER'S RIGHTS. If I am in default, Lender may, in addition to any other rights Lender has and subject to any cure and notice provisions of the South Carolina Consumer Protection Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay an attorney to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, however not to exceed fifteen percent (15%) of the unpaid debt after default.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument dated herein: deposit accounts described in an Assignment of Deposit Account dated January 12, 2012.

ARBITRATION. I and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The South Carolina Uniform Arbitration Act, as amended, does not apply to this Note or to any arbitration or award thereunder.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

REFINANCE OF FINAL PAYMENT. The remaining unpaid balance on the scheduled maturity date of this Note may be refinanced when due based on the following formula:

Lender's terms will be based on age and type of collateral and the interest rate will not exceed 6 points above The Wall Street Journal Prime Rate for the first Bank business day of the month in which the maturity date of the note occurs. The minimum interest rate to be charged for the refinancing will be the Annual Percentage Rate in the original note. Any change in the terms and/or interest rate will result in a corresponding change in the amount of the payment as disclosed at the time of refinancing. This refinancing must comply with all federal, state and local requirements.

PROMPT CREDITING OF PAYMENTS. All payments must be made in U.S. dollars and must be received by us consistent with any payment instructions provided on or with your invoice or coupon prior to 5:00 PM Eastern Time to receive credit for the payment on the date we receive it. If paying at a branch or by mail, payments must include the invoice stub or payment coupon. In addition, if paying by mail, payment must be mailed to the specific address furnished by us. Payments received at any of our ATMs; payments received on a business day after 5:00 PM Eastern Time; payments received at a branch or by mail without an invoice stub or coupon; and payments received on a day that is not a Bank business day will be credited to your account no later than the next Bank business day.

RETURNED PAYMENT FEE. If you make any payment on this account by check, draft or other item that is dishonored for any reason, you agree to pay Lender's reasonable charge as allowed by law. This charge will be in addition to any NSF or similar charge which may be assessed against the account itself by the paying bank.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: First Citizens Loan Operations MC 894033 PO Box 29 Columbia , SC 29202.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X [redacted] (Seal)
JOSH T HAMMOND

[redacted]

First Citizens

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,075.00	01-12-2012	01-11-2016	325355774			BKS02	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
P O BOX 851
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
5.070%	$5,346.88	$50,000.00	$55,346.88

PAYMENT SCHEDULE. My payment schedule will be 48 monthly payments of $1,153.06 each, beginning February 11, 2012.

SECURITY. A security interest is being given in A SAVINGS ACCOUNT. In addition, collateral securing other loans with Lender may also secure this loan.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.80 or greater than $17.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

PREPAYMENT. If I pay off early, I may be entitled to a refund of part of the prepaid finance charges, and I will not have to pay a penalty.

REQUIRED DEPOSIT. The Annual Percentage Rate does not take into account my required deposit.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on January 12, 2012, prior to signing the Note.

BORROWER:

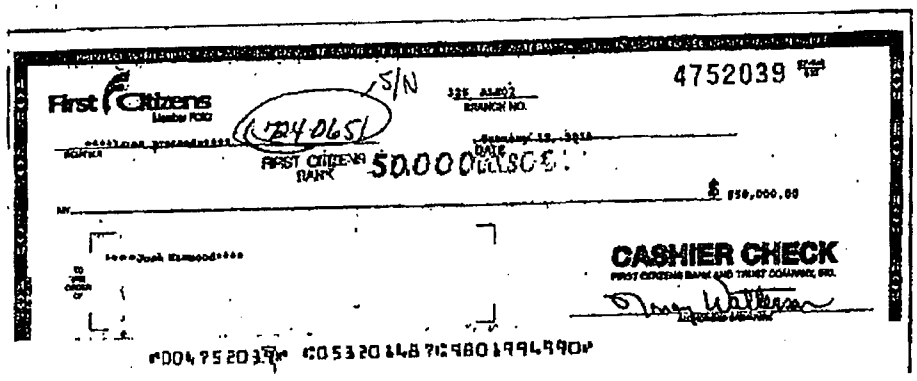
X _____ (Seal)
JOSH T HAMMOND

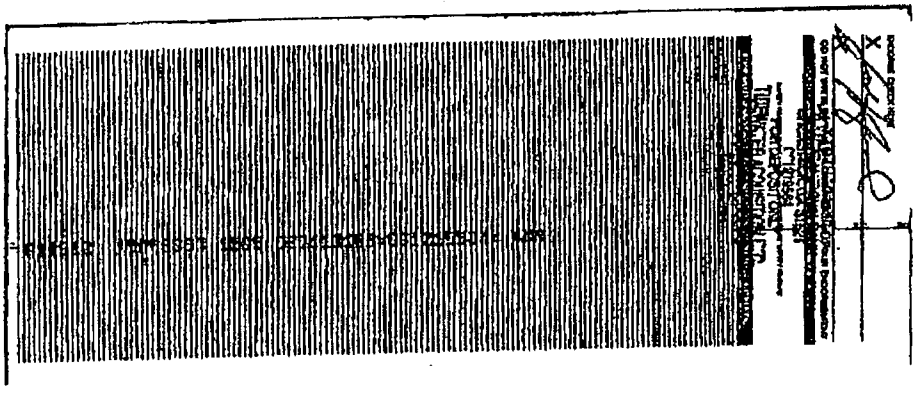
Amount Financed Itemization

Amount paid to me directly: $50,000.00 Lender's Check # 4752039		$50,000.00
Total Financed Prepaid Finance Charges:		$75.00
Note Principal:		$50,075.00
Prepaid Finance Charges:		$75.00
Financed: $75.00 Loan Processing Fee	$75.00	
Amount Financed:		$50,000.00

LASER PRO Lending, Ver. 5.58.30.001 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - SC

EXHIBIT 10

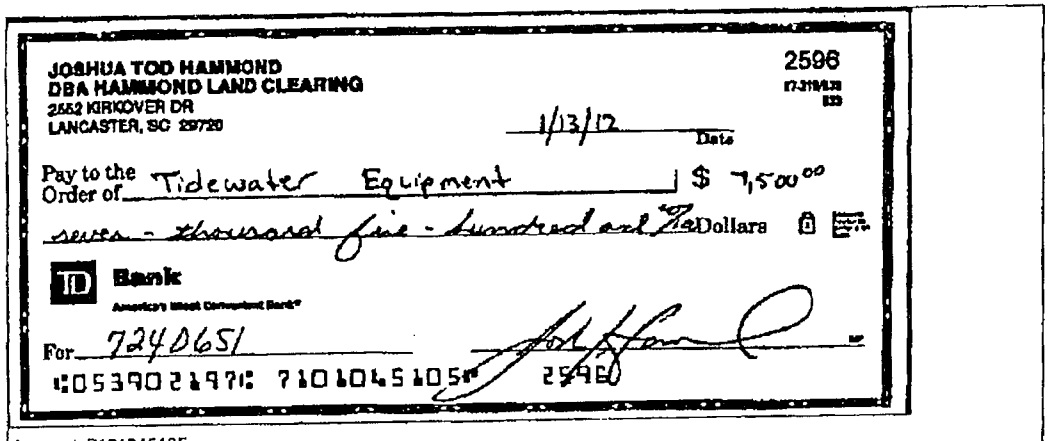




Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
9801994990	2012 01-20	$50,000.00	4752039	Check	Debit	Posted	00000000005709032130

Page: 1 of 1

EXHIBIT 11



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

2596

1/13/12
Date

Pay to the Order of Tidewater Equipment $ 7,500.00

seven - thousand five - hundred and 00/100 Dollars

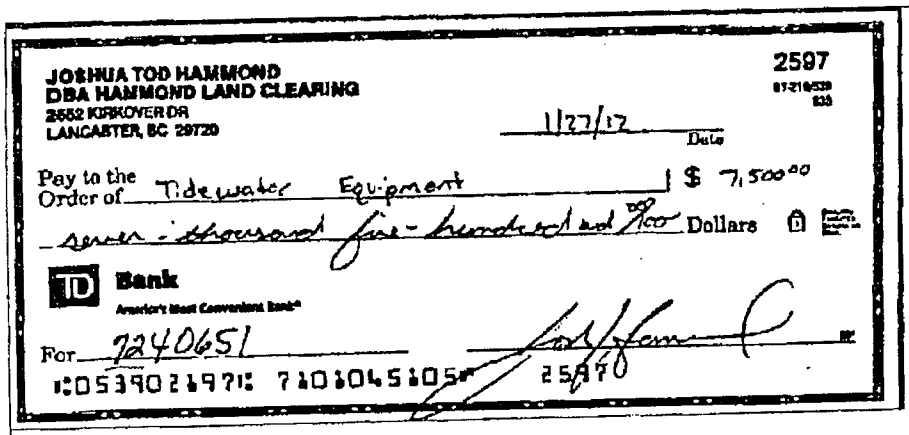
TD Bank
America's Most Convenient Bank®

For 724D651

⑆053902197⑆ 7101045105⑈ 2596

Account: 7101045105
Amount: 7,500.00
PostDate: 20120125
Tran_ID: 592572331
CheckNum: 2596
DIN: 592572871
ReturnReasonDescription:
ECEItemSeqNum: 6330688724

Down Payment 724 D



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

2597

1/27/12
Date

Pay to the Order of Tidewater Equipment $ 7,500.00

seven thousand five hundred and 00/100 Dollars

TD Bank
America's Most Convenient Bank

For 7240651

⑆053902197⑆ 7101045105⑈ 2597

Account: 7101045105
Amount: 7,500.00
PostDate: 20120131
Tran_ID: 576597026
CheckNum: 2597
DIN: 576598296
ReturnReasonDescription:
ECEItemSeqNum: 6332552599

Down Payment 724 D

EXHIBIT 12

[redacted]
7101045105
Joshua T. Hammond

Account Agreement

Date: 10/18/2008

[redacted]

Carolina First Bank
315 East Main St
Rock Hill, SC 29730
Rock Hill - 555

7101045105

Internal Use

[redacted]

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 2.

[redacted]

Name	JOSHUA TOD HAMMOND
Relationship to Account (Owner and/or Signer, etc.)	SOLE OWNER
Address	2552 KIRKOVER DR LANCASTER, SC 29720
Mailing Address (if different)	
Home Phone	(803) 287-4384
Work Phone	
Mobile Phone	
E-Mail	TEMPLSTJR38@YAHOO.COM
Birth Date	6/30/1988
SSN/TIN	[redacted]
Driver's License No., State, Issue Date, Exp. Date	DL 100236498 SC 08/11/2008-5/30/2013
Other ID (Description, Details)	
Employer's Name & Address	00000
Monthly Financial Info	

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Monthly Financial Info	

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☒ Sole Proprietorship
- ☐ Limited Liability Company

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐ _____

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☐ Terms and Conditions
- ☐ Truth in Savings
- ☐ Privacy
- ☐ Electronic Fund Transfers
- ☐ Funds Availability
- ☐ Common Features
- ☐ _____

[x _____]
JOSHUA TOD HAMMOND

[x _____]

[x _____]

[x _____]

☐ Authorized Signer (If checked and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.)

©2003 Bankers Systems, Inc., St. Cloud, MN Form MMSP-LA2-SC 5/6/2003

Name	
Relationship to Account(s) (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Name	
Relationship to Account(s) (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X JOSHUA TOD HAMMOND 6/16/04 (Date)

Name		
ID#		
Phone		
Mobile Phone		
E-Mail		
Type of Entity		
State/Country & Date of Organization		
Nature of Business		
Address		
Mailing Address (if different)		
Authorization/ Resolution Date		
Previous Financial Inst.		

Free Business Checking	7101045105 pm455029	$ 13,733.92 ☐ Cash ☒ Check ☐
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

☐ ATM ☐ Debit/Check Cards (No. Requested:) ☐ ☐ ☐ ☐

Account Owner(s) Other ID Type 1 (Primary):

Primary Owner Other ID Type 1:

Owner or Signer 2 Other ID Type 1:

Owner or Signer 3 Other ID Type 1:

Owner or Signer 4 Other ID Type 1:

© 2003 Bankers Systems, Inc., St. Cloud, MN Form MPMP-LA2-SO 5/6/2003

Report Results - This Form Produced by Equifax

[redacted]

Joshua T. Hammond

710104510S

Transaction Request

```
Subject Social Security Number: [redacted]
            Subject First Name: JOSHUA
          Subject Middle Name: TOD
            Subject Last Name: HAMMOND
               Subject Suffix:
           Subject Birth Date: 05301988
                 House Number: 2552
                     Quadrant:
                  Street Name: KIRKOVER
                  Street Type: DR
                         City: LANCASTER
                        State: SC
                     Zip Code: 29720
                 Phone Number: 8032874384
            Apartment Number:
      DriversLicenseNumber1: 100236498
       DriversLicenseState1: SC
              Output Format: FIXED
    PersonalCompanyIndicator: P
          SubscriberNumber: 26005566
```

Transaction Response

```
TRANSACTION NUMBER: 418414928

Approve Checking. Issue debit card.


Fraud Advisor Index Code and Description:
Index: 020      Description: HIGHER RISK
Fraud Advisor Warning Code and Description:
Warning Code 1: 834 Description: INCOMPLETE VERIFICATION
Warning Code 2: 810 Description: INPUT PHONE NUMBER IS A MOBILE NUMBER
Warning Code 3: 000 Description:
Warning Code 4: 000 Description:


**** Credit Report Information ****************************************
Equifax Credit Information Services
1150 Lake Hearn Drive, Ste 460, Atlanta, GA  30342
800/685-1111


Name: JOSHUA  HAMMOND  Since: 04102005  SSN: [redacted]
DOB/Age: 05/30/1988   Last Activity: 06112009    Report Date: 10162009
      072008  1894 POMPANO DR, GARDEN CITY BEACH SC 29576
      042008  2552 KIRKOVER DR, LANCASTER SC 29720

      SSN Issued 1989    State Issued  SC    SSN Confirmed


Safescan: YOUR INQUIRY HAS BEEN SAFESCANNED.
```

Joshua T Hammond
7101045105 [redacted]
1/2

Account Agreement

Date: 6/11/2010

CAROLINA FIRST BANK
315 EAST MAIN ST
ROCK HILL, SC 29730

ROCK HILL- 290

7101045105

Internal Use

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 3.

Name	JOSHUA TOD HAMMOND
Relationship to Account (Owner, Joint Signer, etc.)	SOLE OWNER
Address	2552 KIRKOVER DR LANCASTER, SC 29720
Mailing Address (if different)	
Home Phone	(803) 287-4384
Work Phone	(000) 000-0000
Mobile Phone	(000) 000-0000
E-Mail	TEMPESTJR38@YAHOO.COM
Birth Date	6/30/1988
SS#/TIN	[redacted]
Driver's License No., State, Issue Date, Exp. Date	DL 100236488 SC 05112008-6/30/2013
Other ID (Description, Details)	
Employer's Name & Address	00000
Previous Financial Info	

Name	
Relationship to Account (Owner, Joint Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SS#/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Info	

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☒ Sole Proprietorship
- ☐ Limited Liability Company

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐ _____

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt or copy(ies) of, this document and the following:

- ☐ Terms and Conditions
- ☐ Electronic Fund Transfers
- ☐ Common Features
- ☐ Truth in Savings
- ☐ Funds Availability
- ☐ Privacy
- ☐ _____

[x _____]
JOSHUA TOD HAMMOND

[x _____]
RICHARD HAMMOND

[x]

[x]

☐ Authorized Signer (If checked and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.)

©2003 Bankers Systems, Inc., St. Cloud, MN Form MTMP-LA2-SC 5/9/2003

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/ITIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Employment	

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/ITIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Employment	

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)

JOSHUA TOD HAMMOND

Does business engage in internet gambling? Yes_____ No_____

Name		
EIN		
Phone		
Mobile Phone		
E-Mail		
Type of Entity		
State/Country & Date of Organization		
Nature of Business		
Address		
Mailing Address (if different)		
Authorizing Resolution Date		
Prepared Properties Incl.		

Free Business Checking	7101045106 ndk21243	$ 24,196.60 ☐ Cash ☐ Check ☒ CURRENT BALA
		$ _____ ☐ Cash ☐ Check ☐ _____
		$ _____ ☐ Cash ☐ Check ☐ _____

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

Account Owner(s) Other ID Type 1 (Primary):

Primary Owner Other ID Type 1:

Owner or Signer 2 Other ID Type 1:

Owner or Signer 3 Other ID Type 1:

Owner or Signer 4 Other ID Type 1:

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EXHIBIT 13

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

CONTRACT OF SALE

SOLD TO _____

_____

_____

COUNTY _____ PHONE _____

Deliver to _____

_____

_____

SSN _____ Birthdate _____

SELLING BRANCH _____

_____

_____

DATE _____

Salesman _____

Payment method _____

Delivery date _____

Insurance _____

QUANTITY	DESCRIPTION	TOTAL

By executing this Equipment Order form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

PURCHASER _____

Witness _____

By: _____

Printed name _____

Date _____

EXHIBIT 14

PROMISSORY NOTE

Borrower:	Joshua Hammond Hammond Land Clearing 1369 Lynwood Drive Lancaster, SC 29720	**Lender:**	High Tide Two, LLC Post Office Box 1116 Brunswick, GA 31521

Principal amount: $50,500.00 **Date of note:** April 30, 2010

Collateral: 2004 Tigercat 620C, sn6200569

PROMISE TO PAY: Joshua Hammond ("Borrower"), promises to pay to High Tide Two, LLC("Lender"), in lawfully obtained money of the United States of America, the principal amount of Fifty thousand five hundred and no/00 ($50,500.00), together with interest on the unpaid principal balance from date(s) of disbursement, until paid in full as set forth herein.

PAYMENT: Subject to any payment changes resulting in the index, Borrower will pay this loan in accordance with the following payment schedule:

> Twenty four (24) consecutive monthly principal and interest payments of $2,377.21 beginning June 1, 2010 calculated on the unpaid principal balances at an interest rate of 12.0% per annum.

PREPAYMENT: Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by the Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE: If a payment is **10 days or more late**, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or $100.00, whichever is greater, regardless of any partial payments Lender has received.

DEFAULT: Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due; (b) Borrower breaks any written promise Borrower has made to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or in any written agreement related to this Note, or in any

other written agreement or loan Borrower has with Lender, contingent or absolute, due or to become due, now or hereafter existing; (c) A breach of any term or condition of any security agreement, pledge agreement, mortgage loan agreement or any other agreement related to or securing this Note regardless if said document is executed by Borrower, any guarantor or a third-party not liable for this Note, upon which a cure period, if any, contained in said agreement has expired; (d) Suspension or liquidation of Borrower's business or assets; (e) Any representation, warranty, statement or report made or furnished to Lender by Borrower or on Borrower's behalf is false, or misleading in any respect; (f) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes any assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; (g) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender; (h) The issuance of any tax levy or lien against Borrower or Borrower's failure to pay, withhold, collect or remit any tax when assessed or due; (j) The filing of formal charges under any federal or state law against Borrower or Borrower's assets which forfeiture is a potential penalty; (k) Any of the events described in this default section occurs with respect to any guarantor of this Note; (l) Lender in good faith deems itself insecure.

LENDER'S RIGHTS: Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest, costs and fees immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) Increase the variable interest rate of this Note to 18.000% per annum, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's costs of collection, including court costs and fifteen (15%) percent of the principal plus accrued interest as attorney's fees, if any sums owing under this Note are collected by or through an attorney-at-law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals, and any anticipated post-judgement collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. **This Note shall be governed by and construed in accordance with the laws of the State of Georgia.**

DISHONORED ITEM FEE: Borrower will pay a fee to Lender of fifteen dollars ($15.00) or five percent (5%) of the face amount of the check, whichever is greater, if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

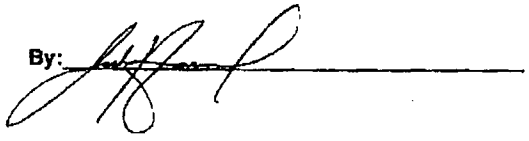
GENERAL PROVISIONS: Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All rights, powers, privileges and immunities herein granted to Lender shall extend to its successors and assigns and any other legal holder of this Note. All rights, privileges and immunities of Borrower hereunder may not in any way be assigned, transferred or sold. Lender at any time is authorized to correct patent errors herein. All such parties waive any right to require Lender to take action against any party who signs this Note as provided in O.C.G.A. Section 10-7-24 and agree that Lender may renew, modify, substitute, consolidate or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to, acknowledgement or agreement by anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This Note constitutes the entire understanding and agreement of the parties as to the matters set forth in this Note and supersedes all prior understandings and correspondence, oral or written, with respect to the subject matter hereof. No alteration of or amendment to this Note shall be effective unless given in writing and signed by Lender. Borrower acknowledges that this Note evidences a loan made primarily for business, commercial or agricultural purposes and not primarily for personal, family or household purposes. When this Note becomes due, by default or maturity, Lender may, at its option, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to any collateral pledged or granted for this Note. Lender shall not be bound to take any steps necessary to preserve any rights in any such collateral against prior parties. Lender shall have no duty with respect to collection or protection of any such collateral or of any income of any such on the collateral as to the preservation of any rights pertaining to any such collateral beyond safe custody.

Borrower agrees to indemnify and hold Lender harmless against liability for the payment for documentary stamp and intangible taxes (including interest and penalties) (if applicable), which may be determined to be payable with respect to this transaction. If this Note represents a renewal, modification, extension, substitution or consolidation of a Note owed to Lender, then Borrower acknowledges and agrees that there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of this Note.

IN WITNESS WHEREOF, THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF, ON THE ABOVE DATE.

BORROWER:

JOSHUA HAMMOND

By: 

UCC1

STATE OF SOUTH CAROLINA FILING FEES:
$ 8.00 - For the FIRST TWO pages $20.00 - Public Finance Transaction
$ 2.00 - For THIRD page $20.00 - Manufactured Home Transaction
$ 1.00 - Each ADDITIONAL page after the THIRD page.
For each additional Debtor more than two (2), add $2.00 for each additional Debtor.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

High Tide Two, LLC
Post Office Box 1116
Brunswick, GA 31521

Attention: Barbara King

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
Hammond	*Joshua*				
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
1369 Lynwood Drive	*Lancaster*	*SC*	*29720*	*USA*	
1d. TAX ID #: (Organizations) (Optional)	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
2d. TAX ID #: (Organizations) (Optional)	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
	High Tide Two, LLC				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
Post Office Box 1115	*Brunswick*	*GA*	*31521*	*USA*	

4. This FINANCING STATEMENT covers the following collateral:

One (1) Tigercat 620C Skidder, s/n 6200569

including all attachments, accessions and accessories to, and all proceeds of, all of the foregoing, including without limitation all insurance proceeds, accounts and chattel paper arising out of or related to the sale, lease, rental or other disposition thereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

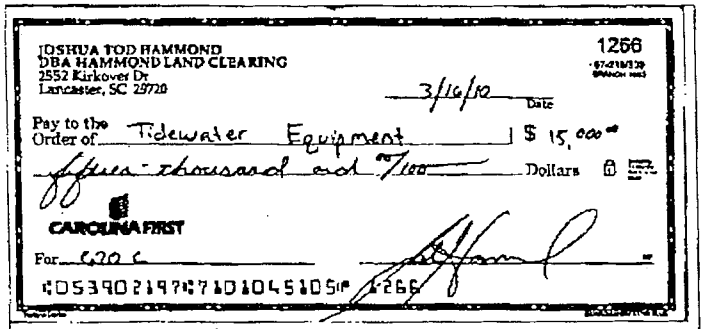
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. REQUEST SEARCH REPORT(S) ON UCC 11 FORM: All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — SC SECRETARY OF STATE'S OFFICE

100617-1028396 UCC-1 FINANCING STATEMENT
Lapse Date: 05/17/2015 10:29:39 Filing Fee: 8 ORIG


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1266

3/16/10 Date

Pay to the Order of Tidewater Equipment $ 15,000.00

fifteen thousand and 00/100 Dollars

CAROLINA FIRST

For 620 C

⑆053902197⑆7101045105⑈ 1266

Account: 7101045105
Amount: 15,000.00
PostDate: 20100324
Tran_ID: 0
CheckNum: 1266
DIN: 530
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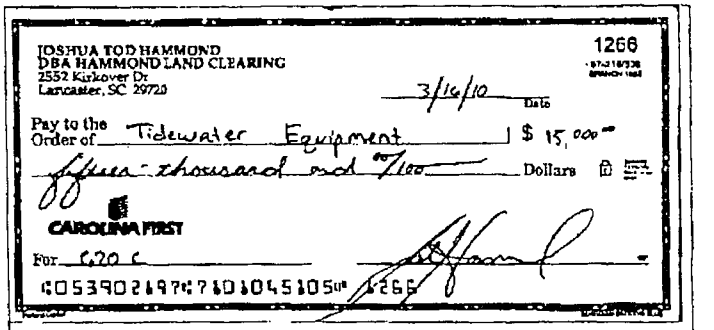
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1266

3/16/10 Date

Pay to the Order of Tidewater Equipment $ 15,000.00

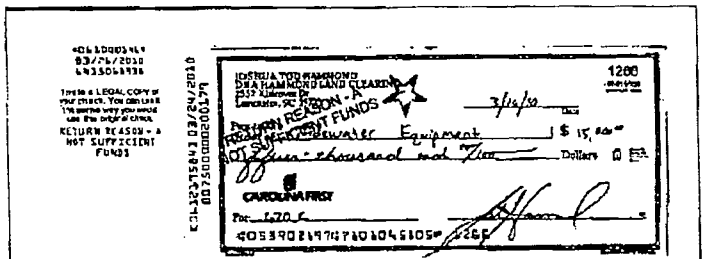
fifteen thousand and 00/100 Dollars

CAROLINA FIRST

For 620 C

⑆053902197⑆7101045105⑈ 1266

Account: 7101045105
Amount: 15,000.00
PostDate: 20100324
Tran_ID: 0
CheckNum: 1266
DIN: 124988685
ReturnReasonCode:
ReturnReasonDescription:


03/24/2010
RETURN REASON - A NOT SUFFICIENT FUNDS

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1266

3/16/10

RETURN REASON - A NOT SUFFICIENT FUNDS

Tidewater Equipment $ 15,000.00

fifteen thousand and 00/100 Dollars

CAROLINA FIRST

For 620 C

⑆053902197⑆7101045105⑈ 1266

⑆053902197⑆ 7101045105⑈1266 /000015000000/

Account: 7101045105
Amount: 15,000.00
PostDate: 20100329
Tran_ID: 0
CheckNum: 1266
DIN: 125307780
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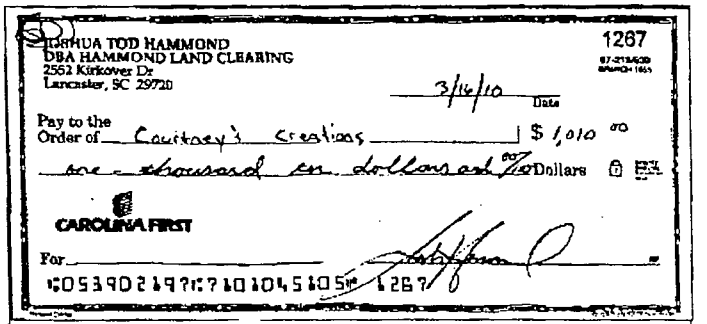
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1267

3/16/10 Date

Pay to the Order of Courtney's Creations $ 1,010.00

one thousand ten dollars and 00/100 Dollars

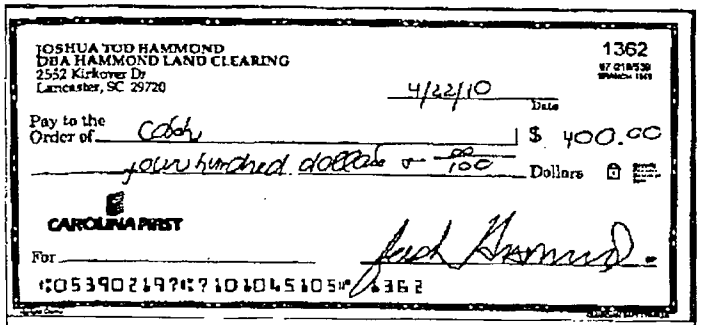
CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1267

Account: 7101045105
Amount: 1,010.00
PostDate: 20100318
Tran_ID: 0
CheckNum: 1267
DIN: 124435212
ReturnReasonCode:
ReturnReasonDescription:

EXHIBIT 15



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1362

4/22/10
Date

Pay to the Order of Cash $ 400.00

four hundred dollars and 00/100 Dollars

CAROLINA FIRST

For

Jack Hammond

⑆053902197⑆7101045105⑈ 1362

Account: 7101045105
Amount: 400.00
PostDate: 20100423
Tran_ID: 0
CheckNum: 1362
DIN: 127893748
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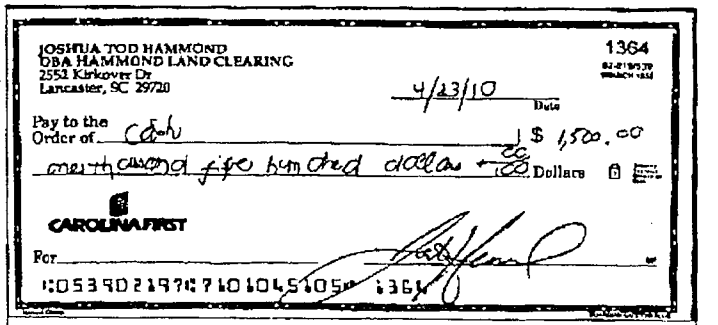
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1364

4/23/10
Date

Pay to the Order of Cash $ 1,500.00

one thousand five hundred dollars and 00/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1364

Account: 7101045105
Amount: 1,500.00
PostDate: 20100426
Tran_ID: 0
CheckNum: 1364
DIN: 128021276
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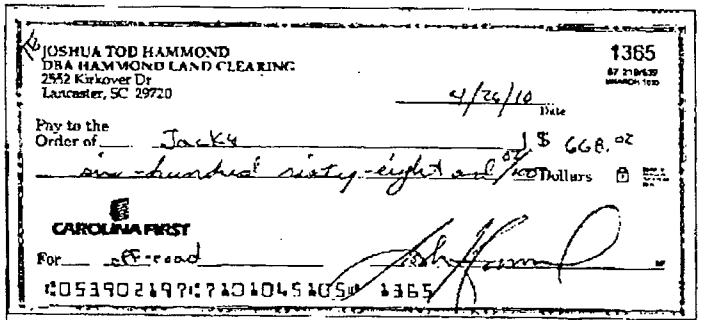
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1365

4/26/10
Date

Pay to the Order of Jacks $ 668.02

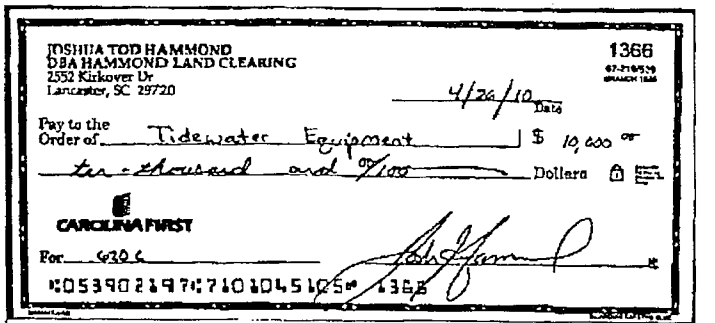
six hundred sixty-eight and 02/100 Dollars

CAROLINA FIRST

For oil + road

⑆053902197⑆7101045105⑈ 1365

Account: 7101045105
Amount: 668.02
PostDate: 20100430
Tran_ID: 0
CheckNum: 1365
DIN: 128471928
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1366

4/26/10
Date

Pay to the Order of Tidewater Equipment $ 10,000 00

ten thousand and 00/100 Dollars

CAROLINA FIRST

For 6306

⑆053902197⑆7101045105⑈ 1366

Account: 7101045105
Amount: 10,000.00
PostDate: 20100428
Tran_ID: 0
CheckNum: 1366
DIN: 128291522
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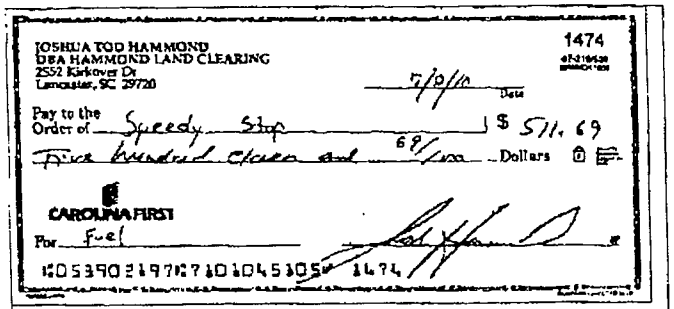
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1474

7/9/10
Date

Pay to the Order of Speedy Stop $ 511.69

Five hundred eleven and 69/100 Dollars

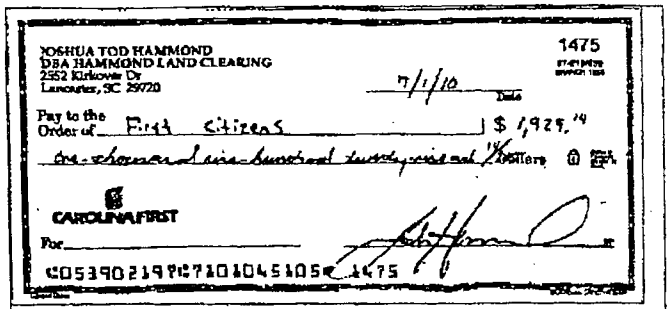
CAROLINA FIRST

For Fuel

Josh Hammond

⑆053902197⑆7101045105⑈ 1474

Account: 7101045105
Amount: 511.69
PostDate: 20100713
Tran_ID: 0
CheckNum: 1474
DIN: 127018628
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1475

7/1/10
Date

Pay to the Order of First Citizens $ 1,929.14

one thousand nine hundred twenty-nine and 14/100 Dollars

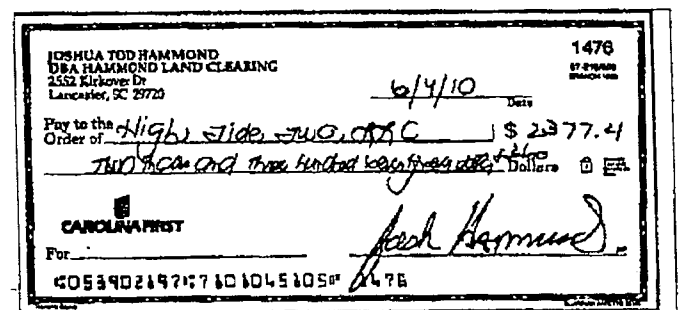
CAROLINA FIRST

For

Josh Hammond

⑆053902197⑆7101045105⑈ 1475

Account: 7101045105
Amount: 1,929.14
PostDate: 20100702
Tran_ID: 0
CheckNum: 1475
DIN: 125921488
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1476

6/4/10
Date

Pay to the Order of High Side Tuc, ATC $ 2377.41

Two thousand three hundred seventy-seven and 41/100 Dollars

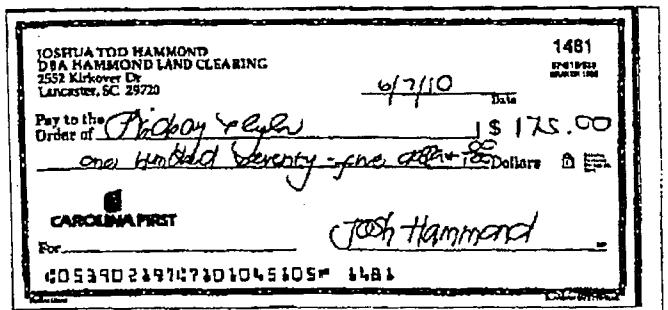
CAROLINA FIRST

For

Josh Hammond

⑆053902197⑆7101045105⑈ 1476

Account: 7101045105
Amount: 2,377.21
PostDate: 20100614
Tran_ID: 0
CheckNum: 1476
DIN: 123993136
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1481

6/7/10
Date

Pay to the Order of Pickup Pete $ 175.00

one Hundred Seventy-five and 00/100 Dollars

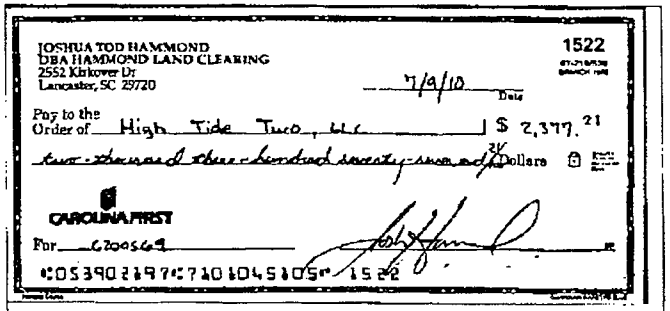
CAROLINA FIRST

For

Josh Hammond

⑆053902197⑆7101045105⑈ 1481

Account: 7101045105
Amount: 175.00
PostDate: 20100608
Tran_ID: 0
CheckNum: 1481
DIN: 123380882
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1522

7/9/10
Date

Pay to the Order of High Tide Two, LLC $ 2,377.21

two-thousand three-hundred seventy-seven and 21/100 Dollars

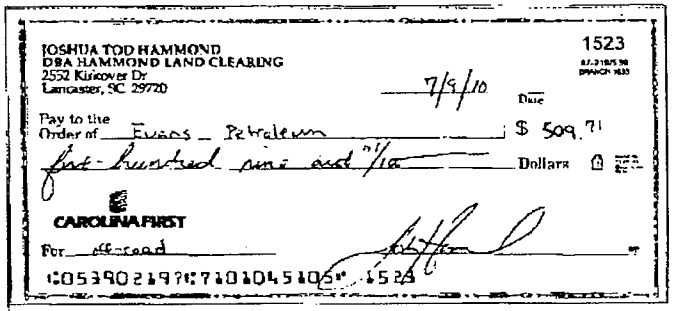
CAROLINA FIRST

For 6200569

Josh Hammond

⑆053902197⑆7101045105⑈ 1522

Account: 7101045105
Amount: 2,377.21
PostDate: 20100714
Tran_ID: 0
CheckNum: 1522
DIN: 127097236
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1523

7/9/10
Date

Pay to the Order of Evans Petroleum $ 509.71

five-hundred nine and 71/100 Dollars

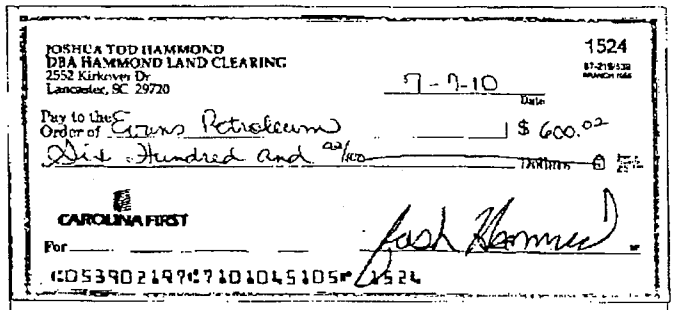
CAROLINA FIRST

For offroad

Josh Hammond

⑆053902197⑆7101045105⑈ 1523

Account: 7101045105
Amount: 509.71
PostDate: 20100713
Tran_ID: 0
CheckNum: 1523
DIN: 126900298
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1524

7-7-10
Date

Pay to the Order of Evans Petroleum $ 600.02

Six Hundred and 02/100 Dollars

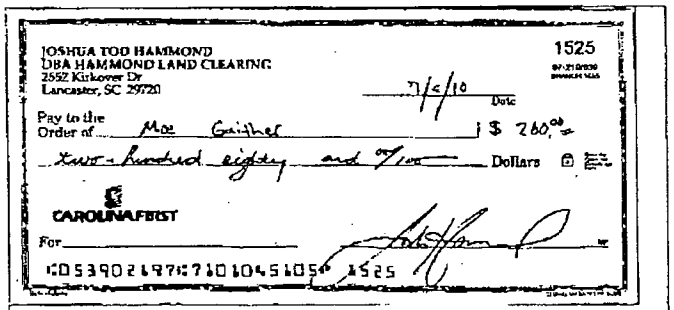
CAROLINA FIRST

For

Josh Hammond

⑆053902197⑆7101045105⑈ 1524

Account: 7101045105
Amount: 600.02
PostDate: 20100709
Tran_ID: 0
CheckNum: 1524
DIN: 126519146
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1525

7/6/10
Date

Pay to the Order of Moe Gaither $ 280.00

two-hundred eighty and 00/100 Dollars

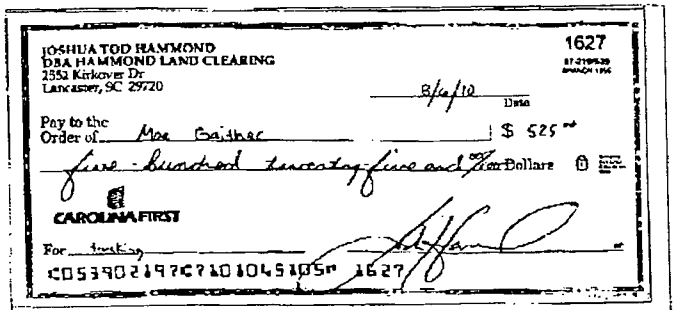
CAROLINA FIRST

For

Josh Hammond

⑆053902197⑆7101045105⑈ 1525

Account: 7101045105
Amount: 280.00
PostDate: 20100714
Tran_ID: 0
CheckNum: 1525
DIN: 127173474
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1627

8/4/10
Date

Pay to the Order of Moe Gaither $ 525.00

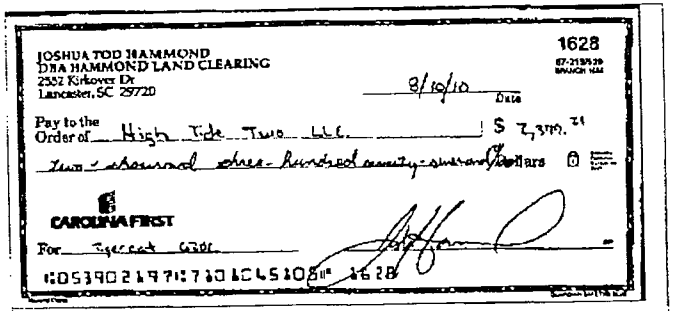
five hundred twenty-five and 00/100 Dollars

CAROLINA FIRST

For trucking

⑆053902197⑆7101045105⑈ 1627

Account: 7101045105
Amount: 525.00
PostDate: 20100811
Tran_ID: 0
CheckNum: 1627
DIN: 120977162
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1628

8/10/10
Date

Pay to the Order of High Tide Two LLC. $ 2,377.21

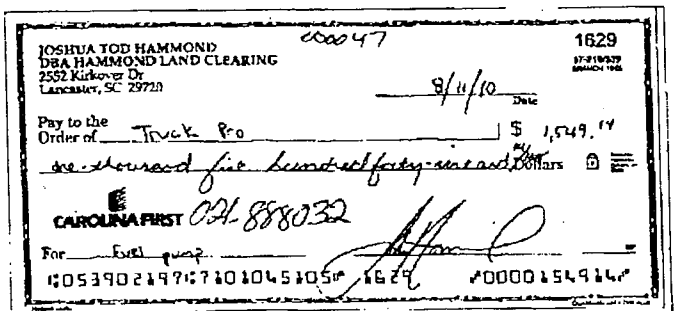
two thousand three hundred seventy-seven and 21/100 Dollars

CAROLINA FIRST

For Tyrecast Grdr

⑆053902197⑆7101045105⑈ 1628

Account: 7101045105
Amount: 2,377.21
PostDate: 20100928
Tran_ID: 0
CheckNum: 1628
DIN: 125817776
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

000047

1629

8/11/10
Date

Pay to the Order of Truck Pro $ 1,549.14

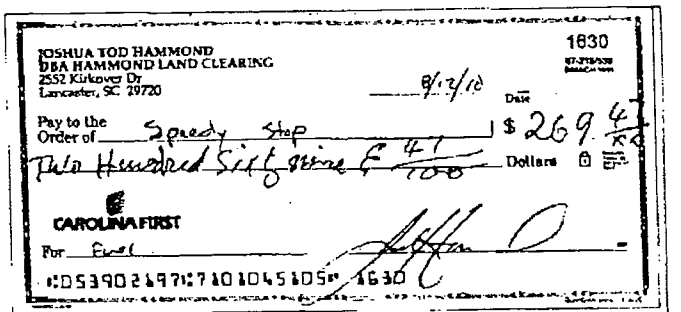
one thousand five hundred forty-nine and 14/100 Dollars

CAROLINA FIRST 021-888032

For fuel pump

⑆053902197⑆7101045105⑈ 1629 ⑈000154914⑈

Account: 7101045105
Amount: 1,549.14
PostDate: 20100816
Tran_ID: 0
CheckNum: 1629
DIN: 121241398
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1630

8/17/10
Date

Pay to the Order of Speedy Stop $ 269.47

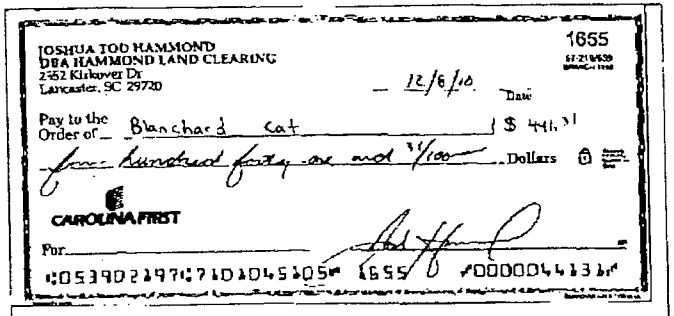
Two Hundred Sixty-nine & 47/100 Dollars

CAROLINA FIRST

For fuel

⑆053902197⑆7101045105⑈ 1630

Account: 7101045105
Amount: 269.47
PostDate: 20100817
Tran_ID: 0
CheckNum: 1630
DIN: 121518286
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1655

12/6/10
Date

Pay to the Order of Blanchard Cat $ 441.31

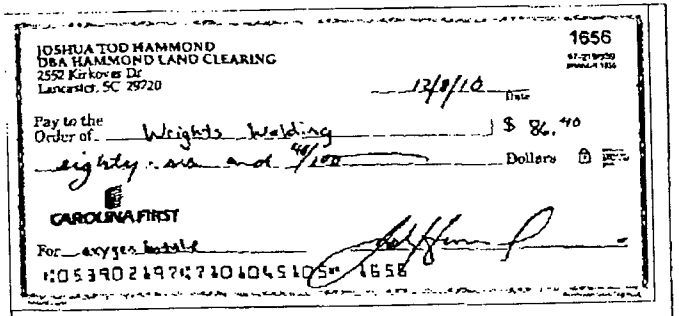
four hundred forty-one and 31/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1655 ⑈000044131⑈

Account: 7101045105
Amount: 441.31
PostDate: 20101210
Tran_ID: 0
CheckNum: 1655
DIN: 124493918
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1656

12/9/10
Date

Pay to the Order of Wrights Welding $ 86.40

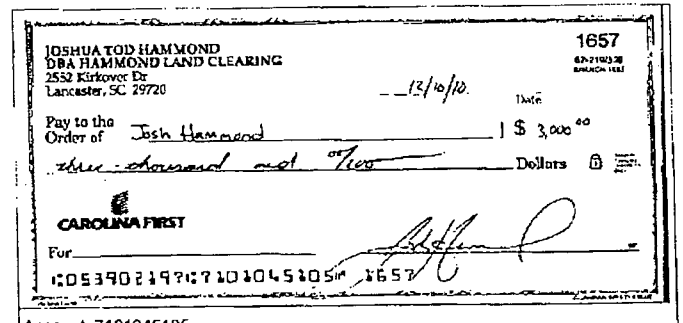
eighty-six and 40/100 Dollars

CAROLINA FIRST

For oxygen bottle

⑆053902197⑆7101045105⑈ 1656

Account: 7101045105
Amount: 86.40
PostDate: 20101213
Tran_ID: 0
CheckNum: 1656
DIN: 124587068
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1657

12/10/10
Date

Pay to the Order of Josh Hammond $ 3,000.00

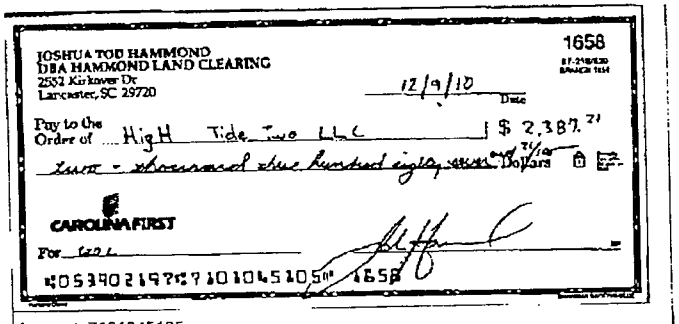
three thousand and no/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1657

Account: 7101045105
Amount: 3,000.00
PostDate: 20101210
Tran_ID: 0
CheckNum: 1657
DIN: 210362650
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1658

12/9/10
Date

Pay to the Order of High Tide Two LLC $ 2,387.21

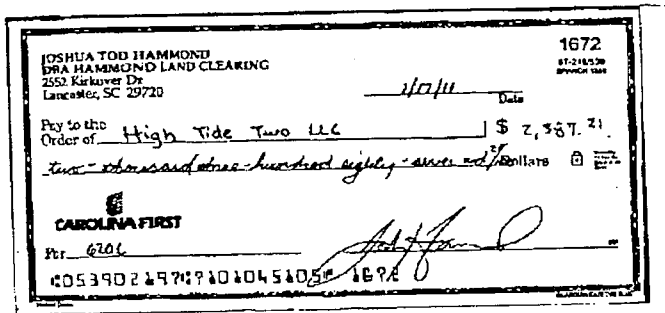
two thousand three hundred eighty-seven and 21/100 Dollars

CAROLINA FIRST

For rent

⑆053902197⑆7101045105⑈ 1658

Account: 7101045105
Amount: 2,387.21
PostDate: 20101214
Tran_ID: 0
CheckNum: 1658
DIN: 124740568
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1672

1/04/11 Date

Pay to the Order of High Tide Two LLC $ 2,387.21

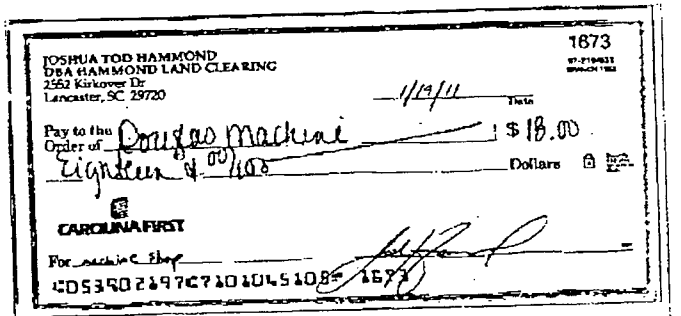
two-thousand three-hundred eighty-seven and 21/100 Dollars

CAROLINA FIRST

For 6706

⑆053902197⑆7101045105⑈ 1672

Account: 7101045105
Amount: 2,387.21
PostDate: 20110124
Tran_ID: 0
CheckNum: 1672
DIN: 128612236
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1673

1/19/11 Date

Pay to the Order of Douglas Machine $ 18.00

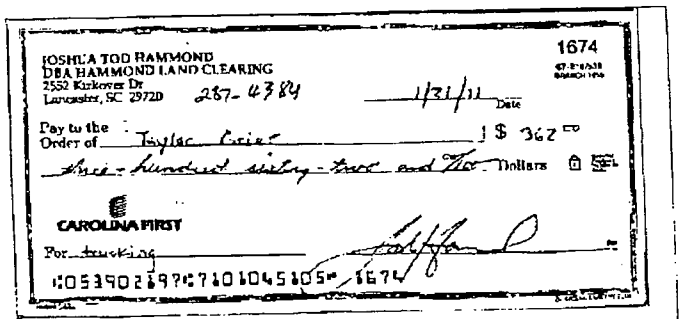
Eighteen & 00/100 Dollars

CAROLINA FIRST

For machine shop

⑆053902197⑆7101045105⑈ 1673

Account: 7101045105
Amount: 18.00
PostDate: 20110223
Tran_ID: 0
CheckNum: 1673
DIN: 122496738
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720 287-4384

1674

1/31/11 Date

Pay to the Order of Taylor Crier $ 362.00

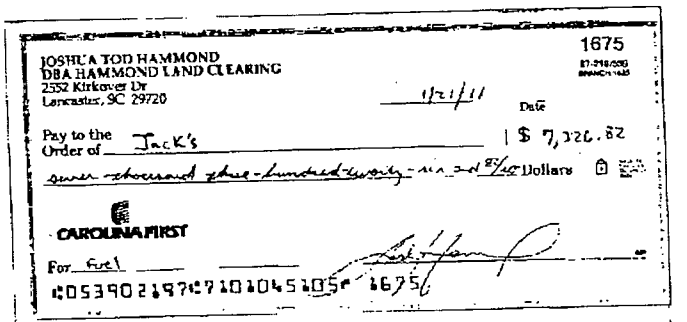
three-hundred sixty-two and 00/100 Dollars

CAROLINA FIRST

For trucking

⑆053902197⑆7101045105⑈ 1674

Account: 7101045105
Amount: 362.00
PostDate: 20110124
Tran_ID: 0
CheckNum: 1674
DIN: 128568168
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1675

1/21/11 Date

Pay to the Order of Jack's $ 7,326.82

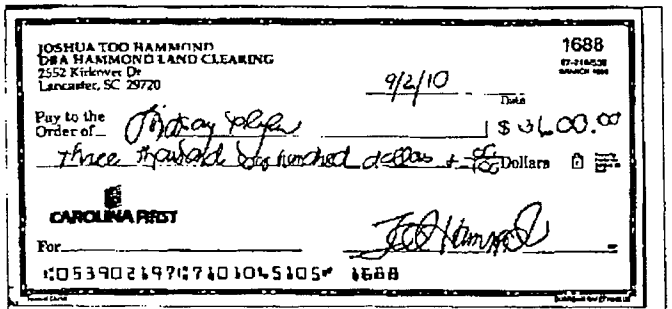
seven-thousand three-hundred-twenty-six and 82/100 Dollars

CAROLINA FIRST

For fuel

⑆053902197⑆7101045105⑈ 1675

Account: 7101045105
Amount: 7,326.82
PostDate: 20110125
Tran_ID: 0
CheckNum: 1675
DIN: 128677994
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1688

9/2/10
Date

Pay to the Order of Tiffany Phelps $ 3,600.00

Three thousand six hundred dollars & 00/100 Dollars

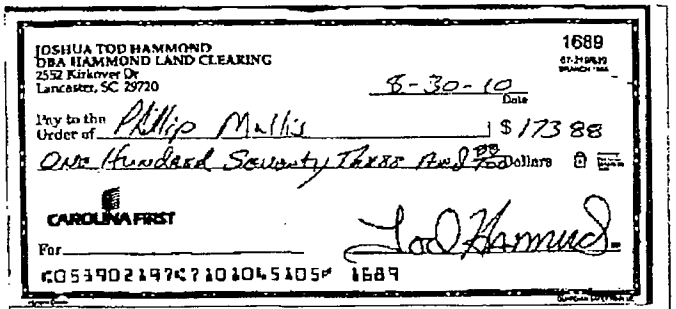
CAROLINA FIRST

For

Tod Hammond

⑆053902197⑆7101045105⑈ 1688

Account: 7101045105
Amount: 3,600.00
PostDate: 20100907
Tran_ID: 0
CheckNum: 1688
DIN: 123375686
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1689

8-30-10
Date

Pay to the Order of Phillip Mullis $ 173 88

One Hundred Seventy Three and 88/100 Dollars

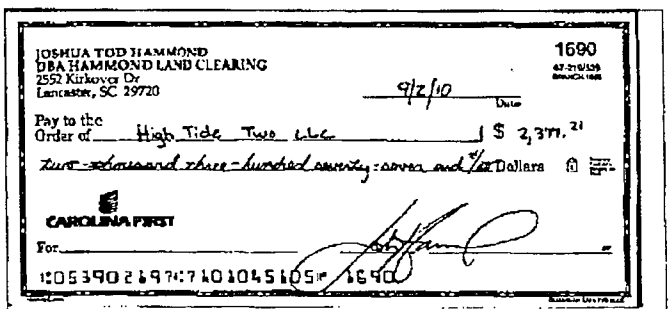
CAROLINA FIRST

For

Tod Hammond

⑆053902197⑆7101045105⑈ 1689

Account: 7101045105
Amount: 173.88
PostDate: 20100908
Tran_ID: 0
CheckNum: 1689
DIN: 123558218
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1690

9/2/10
Date

Pay to the Order of High Tide Two LLC $ 2,377.21

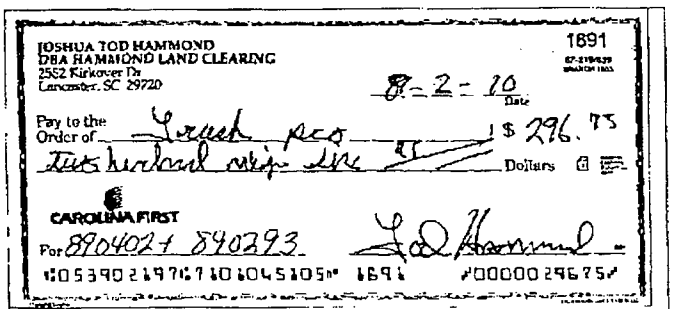
two thousand three hundred seventy seven and 21/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1690

Account: 7101045105
Amount: 2,377.21
PostDate: 20100909
Tran_ID: 0
CheckNum: 1690
DIN: 123754366
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1691

8-2-10
Date

Pay to the Order of Lowes pro $ 296.75

Two hundred ninety six and 75/100 Dollars

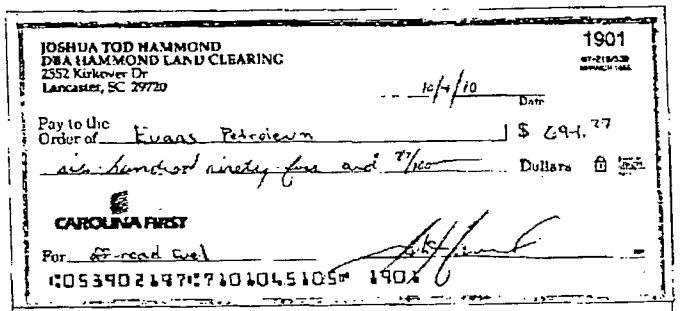
CAROLINA FIRST

For 890402+ 840393

Tod Hammond

⑆053902197⑆7101045105⑈ 1691 ⑈000029675⑈

Account: 7101045105
Amount: 296.75
PostDate: 20100907
Tran_ID: 0
CheckNum: 1691
DIN: 123280968
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1901

10/4/10
Date

Pay to the Order of Evans Petroleum $ 694.27

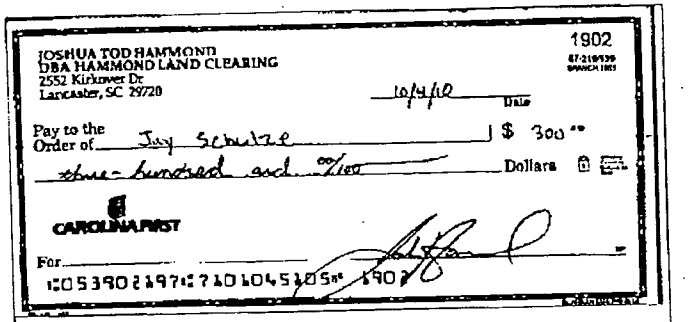
six hundred ninety four and 27/100 Dollars

CAROLINA FIRST

For off-road fuel

⑆053902197⑆7101045105⑈ 1901

Account: 7101045105
Amount: 694.27
PostDate: 20101006
Tran_ID: 0
CheckNum: 1901
DIN: 126693308
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1902

10/4/10
Date

Pay to the Order of Jay Schulze $ 300.00

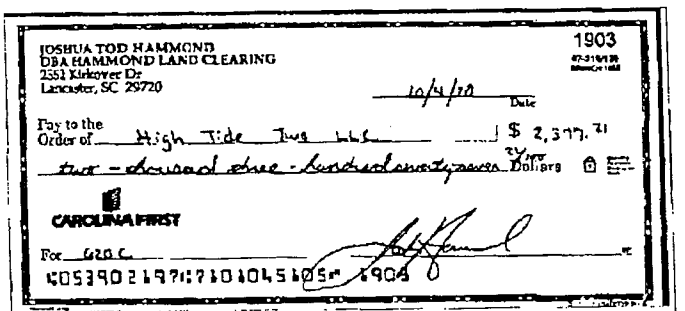
three hundred and 00/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1902

Account: 7101045105
Amount: 300.00
PostDate: 20101005
Tran_ID: 0
CheckNum: 1902
DIN: 126493306
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1903

10/4/10
Date

Pay to the Order of High Tide Tug LLC $ 2,377.21

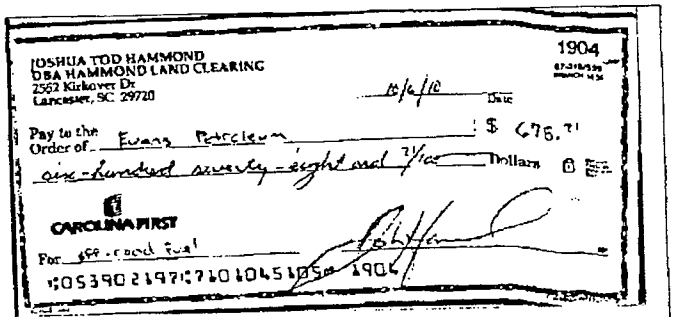
two thousand three hundred seventy seven and 21/100 Dollars

CAROLINA FIRST

For 620 C

⑆053902197⑆7101045105⑈ 1903

Account: 7101045105
Amount: 2,377.21
PostDate: 20101008
Tran_ID: 0
CheckNum: 1903
DIN: 127045034
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1904

10/4/10
Date

Pay to the Order of Evans Petroleum $ 678.21

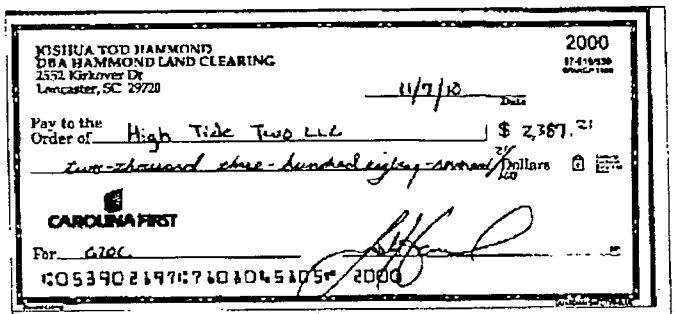
six hundred seventy eight and 21/100 Dollars

CAROLINA FIRST

For off-road fuel

⑆053902197⑆7101045105⑈ 1904

Account: 7101045105
Amount: 678.21
PostDate: 20101008
Tran_ID: 0
CheckNum: 1904
DIN: 127095934
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2000

11/7/10
Date

Pay to the Order of High Tide Two LLC $ 2,387.21

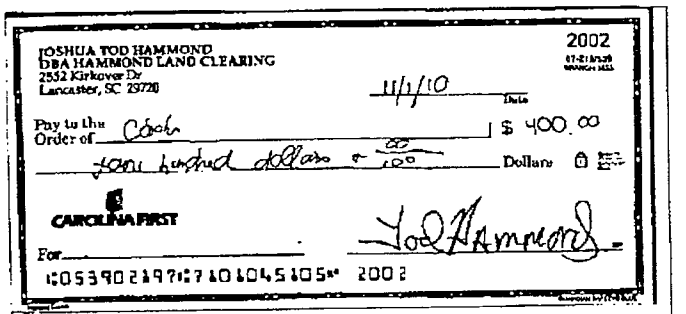
two-thousand three-hundred eighty-seven 21/100 Dollars

CAROLINA FIRST

For Clac

⑆053902197⑆7101045105⑈ 2000

Account: 7101045105
Amount: 2,387.21
PostDate: 20101115
Tran_ID: 0
CheckNum: 2000
DIN: 121731318
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2002

11/4/10
Date

Pay to the Order of Cash $ 400.00

four hundred dollars & 00/100 Dollars

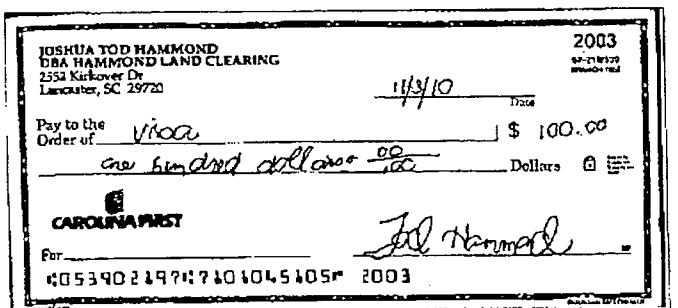
CAROLINA FIRST

For

Tod Hammond

⑆053902197⑆7101045105⑈ 2002

Account: 7101045105
Amount: 400.00
PostDate: 20101104
Tran_ID: 0
CheckNum: 2002
DIN: 120683510
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2003

11/3/10
Date

Pay to the Order of Visa $ 100.00

one hundred dollars 00/100 Dollars

CAROLINA FIRST

For

Tod Hammond

⑆053902197⑆7101045105⑈ 2003

Account: 7101045105
Amount: 100.00
PostDate: 20101104
Tran_ID: 0
CheckNum: 2003
DIN: 120683512
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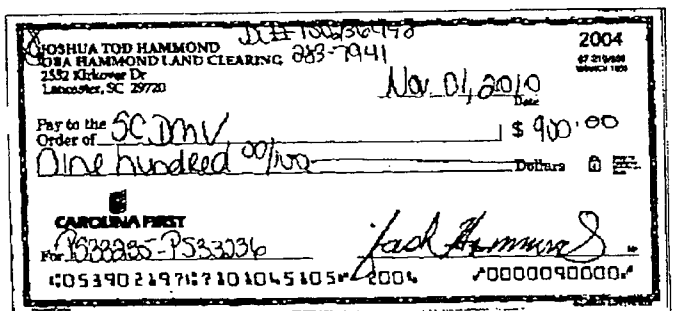

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

DL# 100236198
383-7941

2004

Nov. 01, 2010
Date

Pay to the Order of SC DMV $ 900.00

Nine hundred 00/100 Dollars

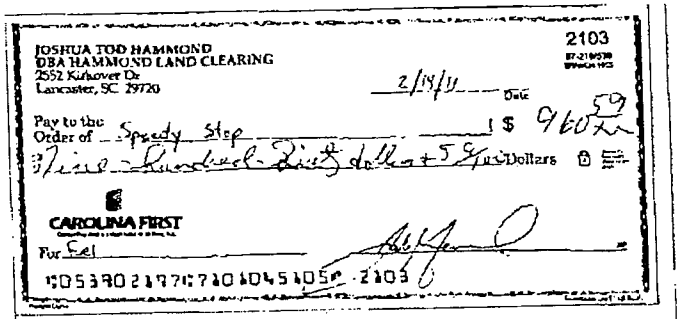
CAROLINA FIRST

For PS32285-PS32336

Jack Hammond

⑆053902197⑆7101045105⑈ 2004 ⑈000000900000⑈

Account: 7101045105
Amount: 900.00
PostDate: 20101103
Tran_ID: 0
CheckNum: 2004
DIN: 120663544
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2103

2/14/11 Date

Pay to the Order of Speedy Stop $ 960.59

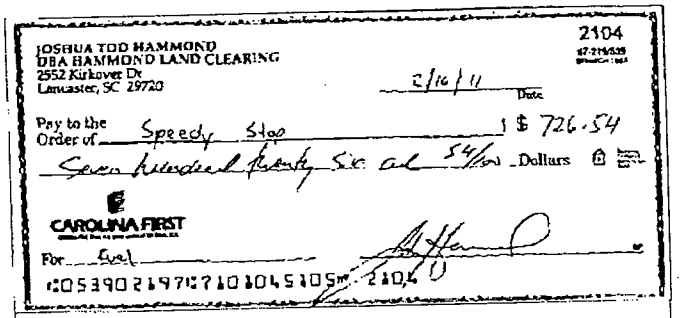
Nine hundred sixty dollars + 59 cents Dollars

CAROLINA FIRST

For Sel

⑆053902197⑆7101045105⑈ 2103

Account: 7101045105
Amount: 960.59
PostDate: 20110216
Tran_ID: 0
CheckNum: 2103
DIN: 121848306
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2104

2/16/11 Date

Pay to the Order of Speedy Stop $ 726.54

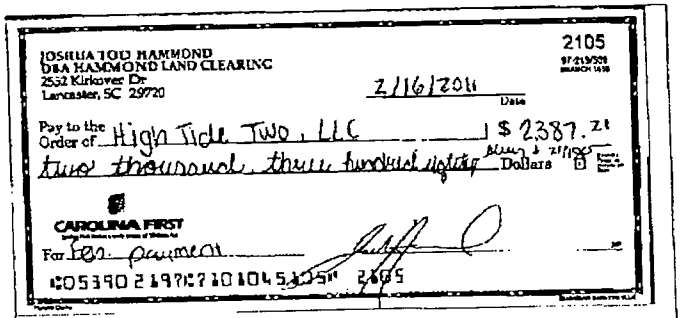
Seven hundred twenty six and 54/100 Dollars

CAROLINA FIRST

For Sel

⑆053902197⑆7101045105⑈ 2104

Account: 7101045105
Amount: 726.54
PostDate: 20110218
Tran_ID: 0
CheckNum: 2104
DIN: 122081034
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2105

2/16/2011 Date

Pay to the Order of High Tide Two, LLC $ 2387.21

two thousand, three hundred eighty seven and 21/100 Dollars

CAROLINA FIRST

For Lot payment

⑆053902197⑆7101045105⑈ 2105

Account: 7101045105
Amount: 2,387.21
PostDate: 20110222
Tran_ID: 0
CheckNum: 2105
DIN: 122223568
ReturnReasonCode:
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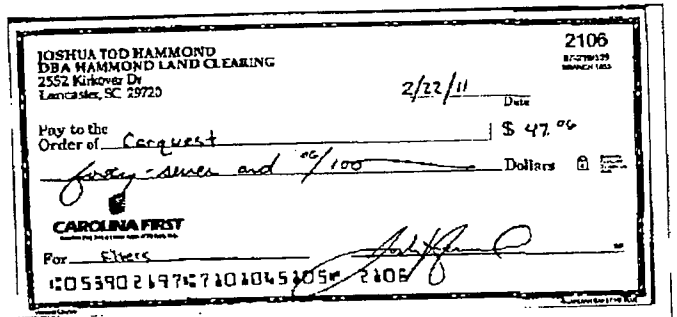

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2106

2/22/11 Date

Pay to the Order of Cequest $ 47.06

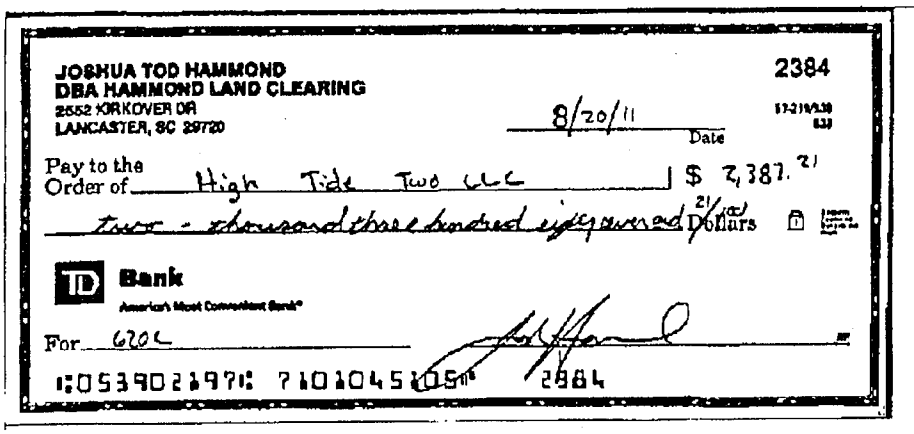
forty seven and 06/100 Dollars

CAROLINA FIRST

For Elvers

⑆053902197⑆7101045105⑈ 2106

Account: 7101045105
Amount: 47.06
PostDate: 20110224
Tran_ID: 0
CheckNum: 2106
DIN: 122834892
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

2384

8/20/11
Date

Pay to the Order of High Tide Two LLC $ 2,387.21

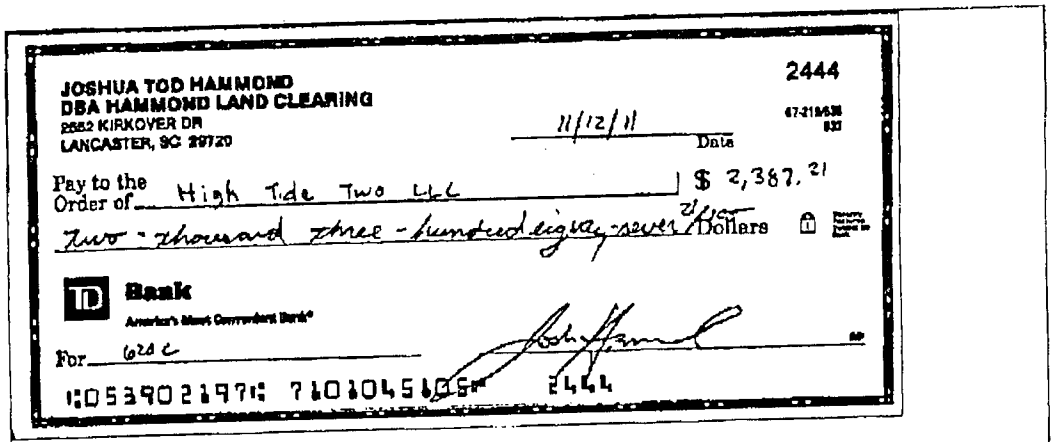
two - thousand three hundred eighty-seven 21/100 Dollars

TD Bank
America's Most Convenient Bank®

For 620L

⑆053902197⑆ 7101045105⑈ 2384

Account: 7101045105
Amount: 2,387.21
PostDate: 20110826
Tran_ID: 572369566
CheckNum: 2384
DIN: 572369911
ReturnReasonDescription:
ECEItemSeqNum: 6235080508



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

2444

11/12/11
Date

Pay to the Order of High Tide Two LLC $ 2,387.21

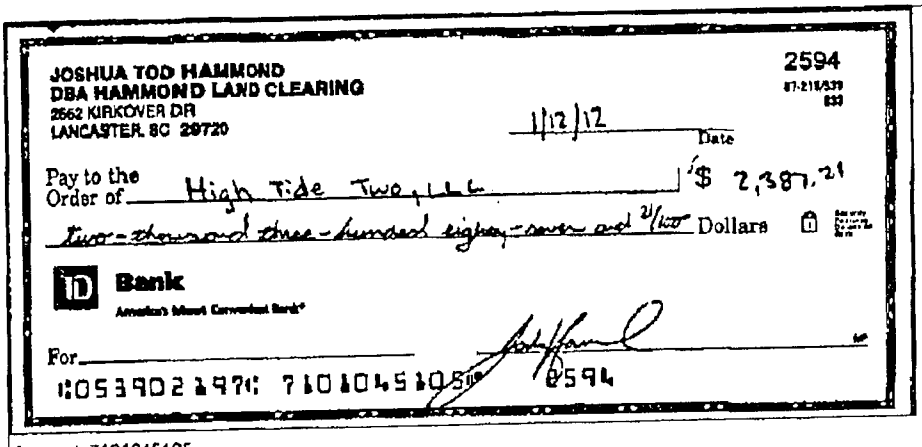
Two thousand three hundred eighty-seven 21/100 Dollars

TD Bank
America's Most Convenient Bank®

For 628 C

⑆053902197⑆ 7101045105⑈ 2444

Account: 7101045105
Amount: 2,387.21
PostDate: 20111121
Tran_ID: 578523116
CheckNum: 2444
DIN: 578524111
ReturnReasonDescription:
ECEItemSeqNum: 6238304856



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2562 KIRKOVER DR
LANCASTER, SC 29720

2594

1/12/12
Date

Pay to the Order of High Tide Two, LLC $ 2,387.21

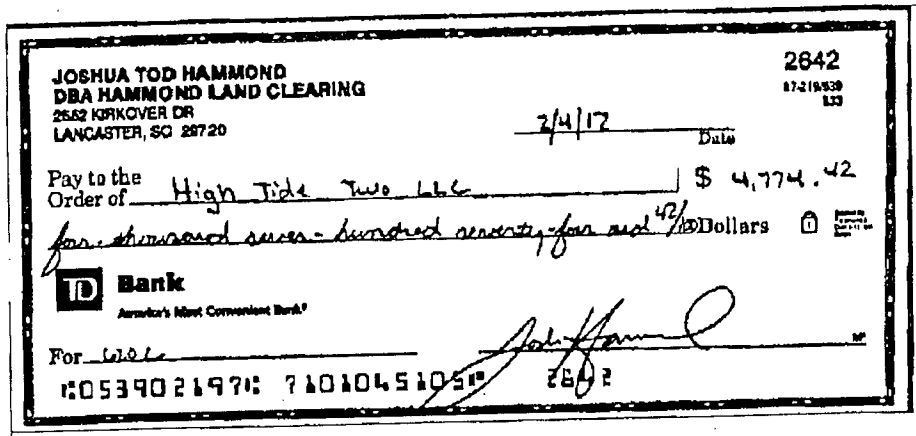
two-thousand three-hundred eighty-seven and 21/100 Dollars

TD Bank
America's Most Convenient Bank®

For

⑈053902497⑆ 7101045105⑈ 2594

Account: 7101045105
Amount: 2,387.21
PostDate: 20120118
Tran_ID: 577072781
CheckNum: 2594
DIN: 577072911
ReturnReasonDescription:
ECEItemSeqNum: 6539064552



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

2642

2/4/17
Date

Pay to the Order of High Tide Two LLC $ 4,774.42

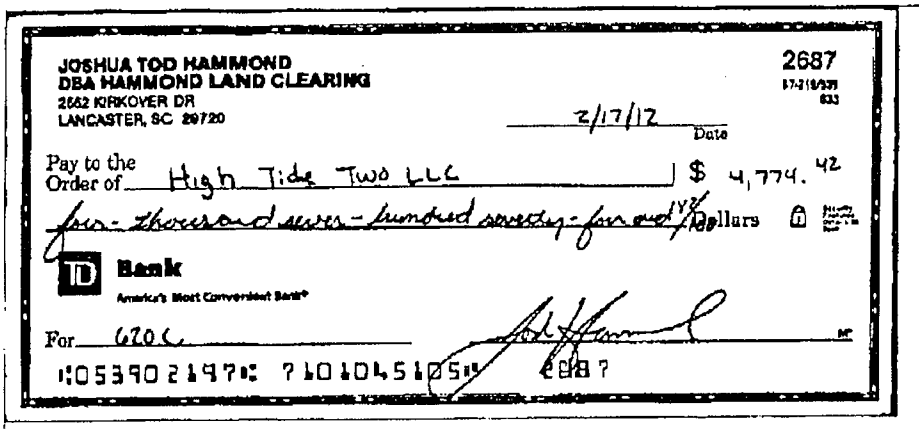
four thousand seven hundred seventy-four and 42/100 Dollars

TD Bank
America's Most Convenient Bank®

For Well

⑆053902197⑆ 7101045105⑈ 2642

Account: 7101045105
Amount: 4,774.42
PostDate: 20120214
Tran_ID: 587555131
CheckNum: 2642
DIN: 587555226
ReturnReasonDescription:
ECEItemSeqNum: 6231220540



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2662 KIRKOVER DR
LANCASTER, SC 29720

2687

2/17/12
Date

Pay to the Order of High Tide Two LLC $ 4,774.42

four - thousand seven - hundred seventy - four and 42/100 Dollars

TD Bank
America's Most Convenient Bank®

For 620 C

⑈053902197⑈ 7101045105⑈ 2687

Account: 7101045105
Amount: 4,774.42
PostDate: 20120222
Tran_ID: 586776726
CheckNum: 2687
DIN: 586777686
ReturnReasonDescription:
ECEItemSeqNum: 6330986501

EXHIBIT
16

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT
Josh Hammond, **Plaintiff,** v. **Richard Tod Hammond,** **Defendant / Third Party Plaintiff,** v. **Titan Logging, LLC,** **Third-Party Defendant.**	**DEFENDANT / THIRD PARTY PLAINTIFF, RICHARD TOD HAMMOND' S ANSWERS TO PLAINTIFF, JOSH HAMMOND'S FIRST SET OF INTERROGATORIES** **Civil Action No.: 2014-CP-29-00442**

TO: JOSH HAMMOND AND HIS ATTORNEYS, STEPHEN L. GOLDFINCH AND RYAN P. COMPTON.

Defendant / Third Party Plaintiff, Richard Tod Hammond Answers to Plaintiff, Josh Hammond's First Set of Interrogatories and would show the following:

1. Identify with particularity the factual and legal basis for your response of a denial of Plaintiff's Request to Admit No. 1 including, but not limited to:

a. Identification of every person having first-hand knowledge of any portion of the facts or law;

b. Specify the facts of law that you may seek to elicit from those persons;

c. Identification of how those persons gained the information regarding those facts or law; and

d. Identification of the particular contents of any documents relied upon in support of your denial.

ANSWER: **Objection. Per Rule 33, this is not a proper Interrogatory and as per Rule 36 does not require a Defendant to answer a Request to Admit Interrogatory.**

2. (a) Give the names, addresses, and last known landline and cellular telephone numbers of persons known to Defendant or counsel to be witnesses concerning the facts of a claim or defense in this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: **Timothy Griggs / Griggs Forestry**
17741 Hwy. 102
Patrick, SC 29584

Danny McKittrick / McKittrick Bros. Timber
3893 Hoke Road
Heath Springs, SC 29058
803-283-4333

Bill Keels / Keels Land Clearing
1895 Pompano Drive
Murrells Inlet, SC 29576

Brian Watts
JW Watt Tax Service
108 S. White Street
Lancaster, SC 29720
803-283-8511

Tod Hammond
Hammond Land Clearing
1369 Lynwood Drive
Lancaster, SC 29720
803-246-8647

Sherry Watts
Hammond Land Clearing
1369 Lynwood Drive
Lancaster, SC 29720
803-246-8647

Lindsey Plyler McMackin
(Previous) Hammond Land Clearing
1606 Blackstone Drive
Lancaster, SC 29720
803-287-8443

Nancy Hinson
PO Box 651
Lancaster, SC 29720
803-285-1025

Brad Brewer
1894 Pompano Drive
Murrells Inlet, SC 29576

Tidewater Equipment Company
PO Box 1116
Brunswick, GA 31521

NO WRITTEN OR RECORDED STATEMENTS

(b) For each person known to Defendant or counsel to be a witness concerning the facts of a claim or defense in this case, set forth either a summary sufficient to inform Plaintiff of the important facts known to or observed by such witness or provide a copy of any written or recorded statements taken from such witness.

ANSWER: **Timothy Griggs / Griggs Forestry: Will testify as to his knowledge of the jobs contracted to Hammond Land Clearing.**

Danny McKittrick / McKittrick Bros. Timber: Will testify as to his knowledge of the jobs contracted to Hammond Land Clearing.

Bill Keels: Will testify to as Tod Hammond Land Clearing involved in the completion of a job which was initially contracted to Josh Hammond/Titan Logging.

Brian Watts: Will testify as to his knowledge of accounting/tax preparation for Hammond Land Clearing.

Tod Hammond: Owner of Hammond Land Clearing will testify as to his knowledge of the business dealings / contracts of Hammond Land Clearing.

Sherry Watts: Will testify as to her knowledge of the business dealings/contracts of Hammond Land Clearing.

Lindsey Plyler McMackin: Will testify as to her knowledge of the business dealings/contracts of Hammond Land Clearing during the time of her involvement with Hammond Land Clearing.

Nancy Hinson: Will testify as to her knowledge of the purchase of the 720D Cutter.

Brad Brewer: Will testify as to his knowledge of jobs performed by Titan Logging, LLC and/or Josh Hammond and/or use of equipment owned by Hammond Land Clearing.

Tidewater Equipment Company will testify as to their knowledge of purchases and/or down payments made by Hammond Land Clearing for the 2004 TigerCat 720D Cutter & the 2004 TigerCat 724D.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: **Griggs Forestry Settlement Sheets**
Tidewater Equipment Company Equipment Purchase
Hammond Land Clearing Rental Cost of Equipment

4. (a) Set forth an itemized statement of all damages claimed to have been sustained by Defendant.

ANSWER: **Estimated rental rates as listed below:**

Griggs Forestry Services, LLC – Byrd Tract (w/e 5/31/13)
(2) Log Trailers - $300.00
Lowboy - $200.00
Mack - $250.00
Loader - $2400.00
Cutter - $3000.00
Skidder - $2400.00
TOTAL = $8,550.00

Griggs Forestry Services, LLC – M. Byrd & T. Byrd Tract (w/e 6/7/13)
(2) Log trailers - $300.00
Lowboy - $200.00
Mack - $500.00
Loader - $2400.00
Cutter - $3000.00
Skidder - $2400.00
TOTAL = $9000.00

Griggs Forestry Services, LLC – M. Byrd & T. Byrd Tract & Wrig/Phy Tract (w/e 6/14/13)
(2) Log trailers - $300.00
Lowboy - $400.00
Mack - $500.00
Loader - $2400.00
Cutter - $3000.00
Skidder - $2400.00
TOTAL = $9000.00

Griggs Forestry Services, LLC – Wrig/Phy Tract & Byrd Tract (w/e 6/21/13)
(2) Log trailers - $300.00
Lowboy - $400.00

Mack - $500.00
Loader - $2400.00
Cutter - $3000.00
Skidder - $2400.00
TOTAL = $9000.00

Griggs Forestry Services, LLC – Byrd Tract (w/e 6/28/13)
(2) Log trailers - $300.00
Lowboy - $400.00
Mack - $625.00
Loader - $2400.00
Cutter - $3000.00
Skidder - $2400.00
TOTAL = $9225.00
TOTAL EQUIPMENT RENTAL = $44,775.00

Griggs Forestry Services, LLC – Byrd Tract (w/e 5/31/13)
Total Loads = 10
Total Tons = 272.97
$4,868.13 – Ck# 2927

Griggs Forestry Services, LLC – M. Byrd & T. Byrd Tract (w/e 6/7/13)
Total Loads = 17
Total Tons = 461.10
$8,143.84 – Ck# 2933

TOTAL INCOME = $13,011.97
GRAND TOTAL RENTAL FEES & INCOME = $ 57,786.97

(b) Identify and enumerate each and every item of monetary loss or expense for which Defendant seeks recovery in this case, identifying the amount of each item, if you do not know the exact amount, your best estimate of each.

ANSWER: **See Answer to Interrogatory #4(a) above listed.**

5. (a) List the names and addresses of any expert witnesses whom you propose to use as a witness at trial of the case.

(b) In connection with each expert witness, give the following information:

1. State the expert's qualifications;
2. State the subject matter on which the expert is expected to testify;
3. State the substance of the facts and opinions to which the expert is expected to testify; and
4. A summary of the grounds of each opinion.

ANSWER: **No expert witnesses.**

6. State each fact and identify each document upon which you may rely to support your allegations of your ownership of the timber cutters.

ANSWER: 2004 TigerCat 720D Timber Cutter
Purchase date: 06/11/2009
Purchase Price: $70,000.00
Payment of $50,000.00 Via First Citizens ck#4332510

Josh Hammond & Nancy Hinson initial loan with First Citizens on 6/11/09 (Loan# 325105353) Payments on loan were made by Hammond Land Clearing as follows:

07/10/09 Hammond Land Clearing Ck# 1777	$6,666.67
08/10/09 Hammond Land Clearing Ck# 1778	$6,666.67
09/11/09 Hammond Land Clearing Ck# 1779	$6,666.67
09/04/09 Hammond Land Clearing Ck# 1864	$924.45
10/30/09 Hammond Land Clearing Ck# 1029	$924.45
12/22/09 Hammond Land Clearing Ck# 1155	$924.45
02/07/10 Hammond Land Clearing Ck# 1289	$924.45
04/10/10 Hammond Land Clearing Ck# 1313	$924.45
05/03/10 Hammond Land Clearing Ck# 1415	$924.45
09/20/10 Hammond Land Clearing Ck# 1722	$924.45
12/03/10 Hammond Land Clearing Ck# 1772	$924.45
01/06/11 Hammond Land Clearing Ck# 1818	$924.45
02/04/11 Hammond Land Clearing Ck# 1886	$924.45
04/12/11 Hammond Land Clearing Ck# 2069	$1,848.90
06/01/11 Hammond Land Clearing Ck# 2259	$924.45
09/06/11 Hammond Land Clearing Ck# 2400	$1,848.90
10/21/11 Hammond Land Clearing Ck# 2462	$924.45
11/15/11 Hammond Land Clearing Ck# 2446	$924.45
12/09/11 Hammond Land Clearing Ck# 2514	$1,848.90
06/18/12 Cash Payment by Hammond Land Clearing	$1,848,90
09/20/12 Hammond Land Clearing Ck# 1037	$924.45
10/05/12 Hammond Land Clearing Ck# 1080	$924.45
10/29/12 Hammond Land Clearing Ck# 1136	$924.45
12/03/12 Hammond Land Clearing Ck# 1202	$924.45
01/09/13 Hammond Land Clearing Ck# 1271	$924.45
02/08/13 Hammond Land Clearing Ck# 1343	$924.45
03/05/13 Hammond Land Clearing Ck# 1380	$924.45
04/09/13 Hammond Land Clearing Ck# 1422	$924.45
05/09/13 Cash Payment by Hammond Land Clearing	$924.45
06/07/13 Hammond Land Clearing Ck# 1464	$924.45
TOTAL PAID BY HAMMOND LAND CLEARING	$48,657.96

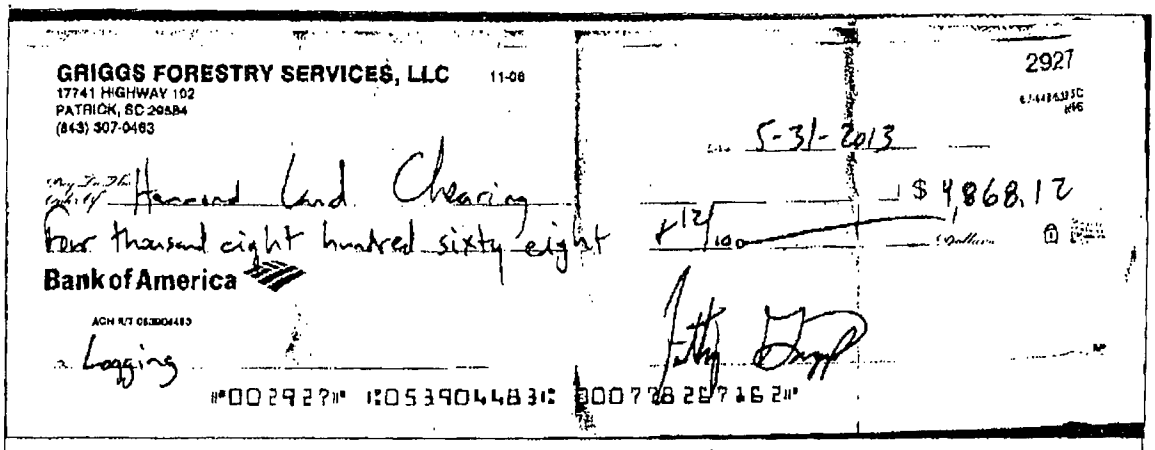
2004 724D Timber Cutter
Purchase date: 12/6/2011
Purchase Price: $65,000.00

Hammond Land Clearing paid down payment of approximately $15,000.00 and all monthly payments in the amount of $1,153.06 to First Citizens A# 325355774 as follows:

12/06/11 Down Payment by Hammond Land Clearing	$15,000.00
January 2012 Payment made by Hammond Land Clearing	$ 1153.06
February 2012 Payment made by Hammond Land Clearing	$ 1153.06
March 2012 Payment made by Hammond Land Clearing	$ 1153.06
April 2012 Payment made by Hammond Land Clearing	$ 1153.06
May 2012 Payment made by Hammond Land Clearing	$ 1153.06
06/18/12 Cash payment by Hammond Land Clearing	$ 2306.12
09/20/12 Hammond Land Clearing Ck# 1037	$ 2306.12
10/05/12 Hammond Land Clearing Ck# 1080	$ 1153.06
12/03/12 Hammond Land Clearing Ck# 1202	$ 1153.06
01/09/13 Hammond Land Clearing Ck# 1271	$ 1153.06
02/08/13 Hammond Land Clearing Ck# 1343	$ 1153.06
03/05/13 Hammond Land Clearing Ck# 1380	$ 1153.06
04/09/13 Hammond Land Clearing Ck# 1422	$ 1153.06
05/09/13 Hammond Land Clearing Ck# 1454	$ 1153.06
TOTAL PAID BY HAMMOND LAND CLEARING	$27,683.66

November 4, 2014

Francis L. Bell, Jr.
Attorney for Defendant/Third Party Plaintiff
Francis Bell Law Firm, LLC
312 N. Main Street
P.O. Box 867
Lancaster, SC 29721
803-283-8476/Fax: 803-286-4864
E-mail: fbell@fbell-law.com



GRIGGS FORESTRY SERVICES, LLC 11-08
17741 HIGHWAY 102
PATRICK, SC 29584
(843) 307-0463

2927

5-31-2013

Harvard Land Clearing $ 4868.12

four thousand eight hundred sixty eight 12/100

Bank of America

Logging

⑈002927⑈ ⑆053904483⑆ 3007782871624⑈

Account: 778267162
Amount: 4,868.12
PostDate: 20130531
Tran_ID: 524911826
CheckNum: 2927
DIN: 524911831
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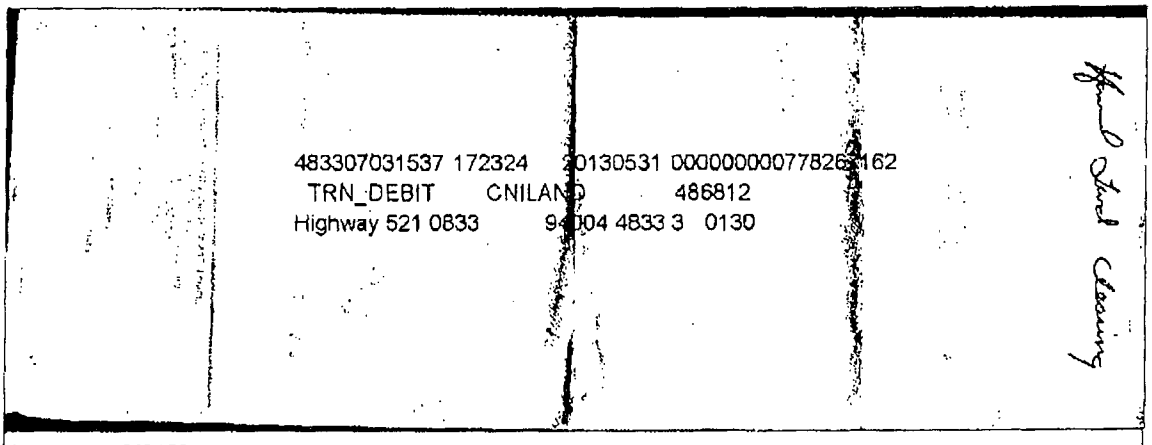
ECEItemSeqNum: 000000524911831



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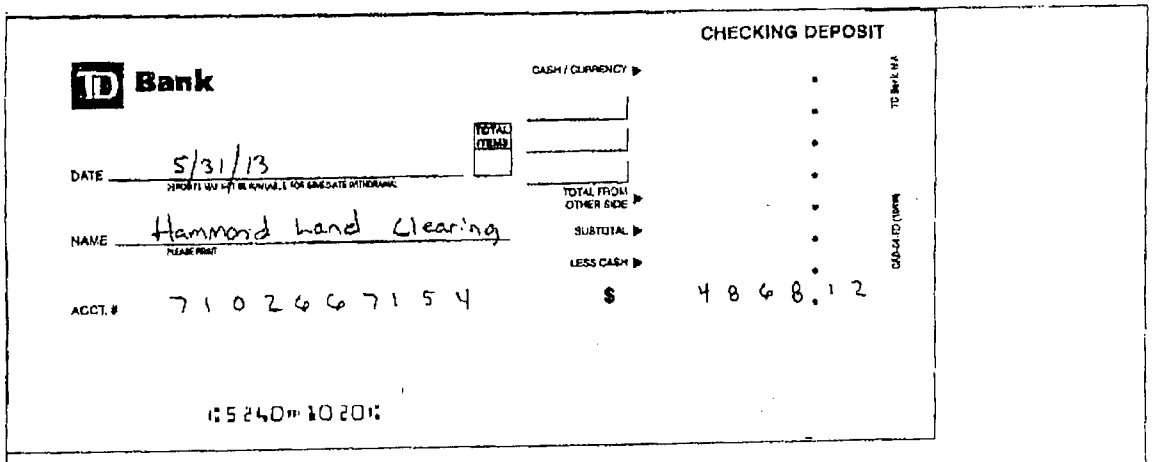
TRN_DEBIT CNILAND 486812
Highway 521 0833 94004 4833 3 0130

Harvard Land Clearing

Account: 778267162
Amount: 4,868.12
PostDate: 20130531
Tran_ID: 524911826
CheckNum: 2927
DIN: 524911831
ReturnReasonDescription:
ECEItemSeqNum: 000000524911831



CHECKING DEPOSIT

TD Bank

DATE 5/31/13

NAME Hammond Land Clearing

ACCT.# 7102667154

CASH / CURRENCY

TOTAL ITEMS

TOTAL FROM OTHER SIDE

SUBTOTAL

LESS CASH

$ 4868.12

⑆524⑆ 10201⑆

Account: 7102667154
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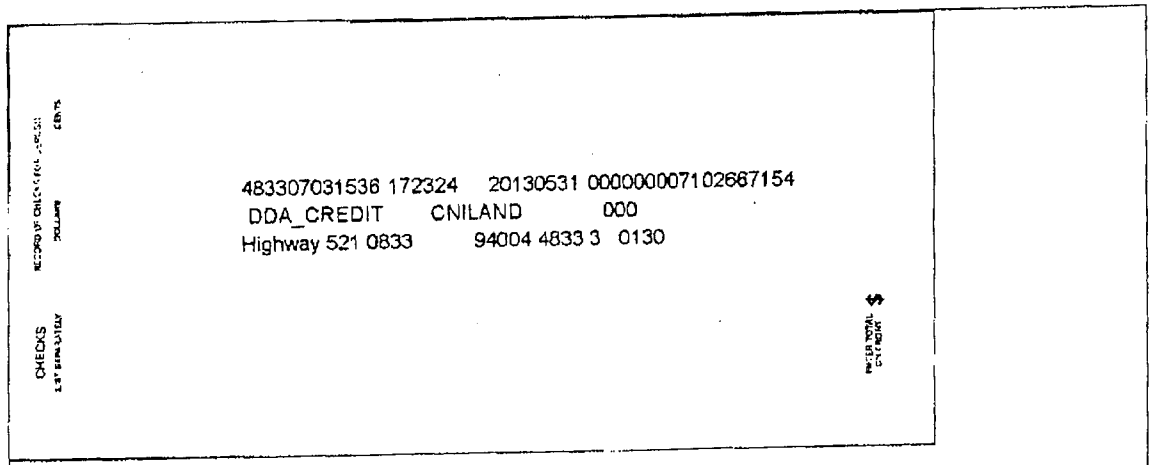

483307031536 172324 20130531 000000007102667154
DDA_CREDIT CNILAND 000
Highway 521 0833 94004 4833 3 0130

CHECKS

Account: 7102667154
Amount: 4,868.12
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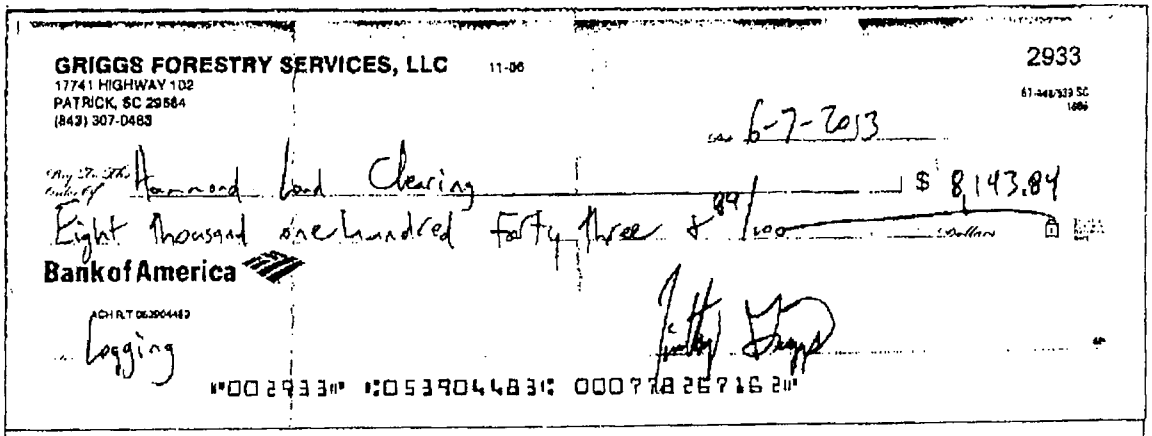

GRIGGS FORESTRY SERVICES, LLC 11-06
17741 HIGHWAY 102
PATRICK, SC 29584
(843) 307-0483

2933

61-448/539 SC

6-7-2013

Hammond Land Clearing $ 8,143.84

Eight thousand one hundred forty three & 84/100 dollars

Bank of America

ACH R/T 053904483

Logging

⑈002933⑈ ⑆053904483⑆ 000778267162⑈

Account: 778267162
Amount: 8,143.84
PostDate: 20130607
Tran_ID: 511015346
CheckNum: 2933
DIN: 511015351
ReturnReasonDescription:
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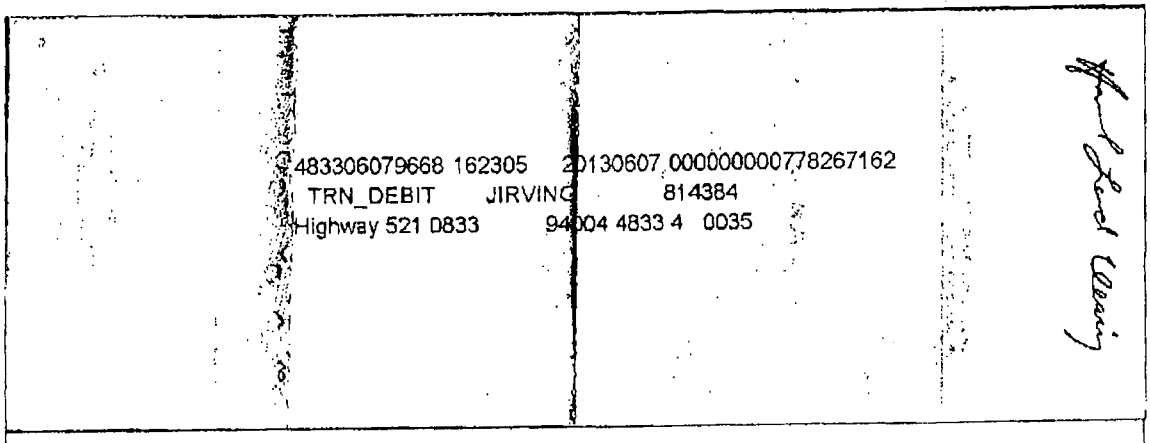

Account: 778267162
Amount: 8,143.84
PostDate: 20130607
Tran_ID: 511015346
CheckNum: 2933
DIN: 511015351
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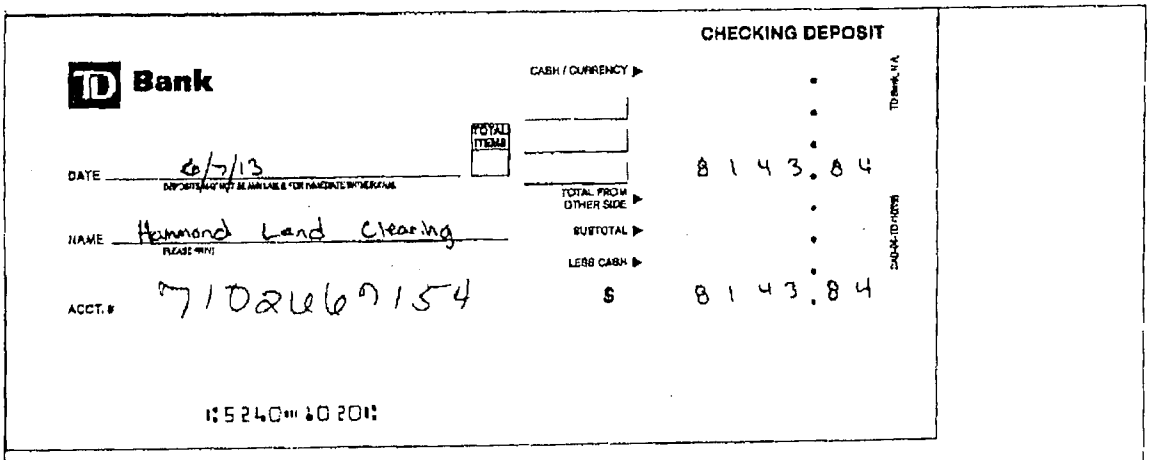

CHECKING DEPOSIT

TD Bank

CASH / CURRENCY ▶

TOTAL ITEMS

DATE 6/7/13

TOTAL FROM OTHER SIDE ▶ 8143.84

SUBTOTAL ▶

LESS CASH ▶

NAME Hammond Land Clearing

ACCT.# 7102667154

$ 8143.84

TD Bank, N.A.

:5240 80 201:

Account: 7102667154
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PostDate: 20130607
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ReturnReasonDescription:
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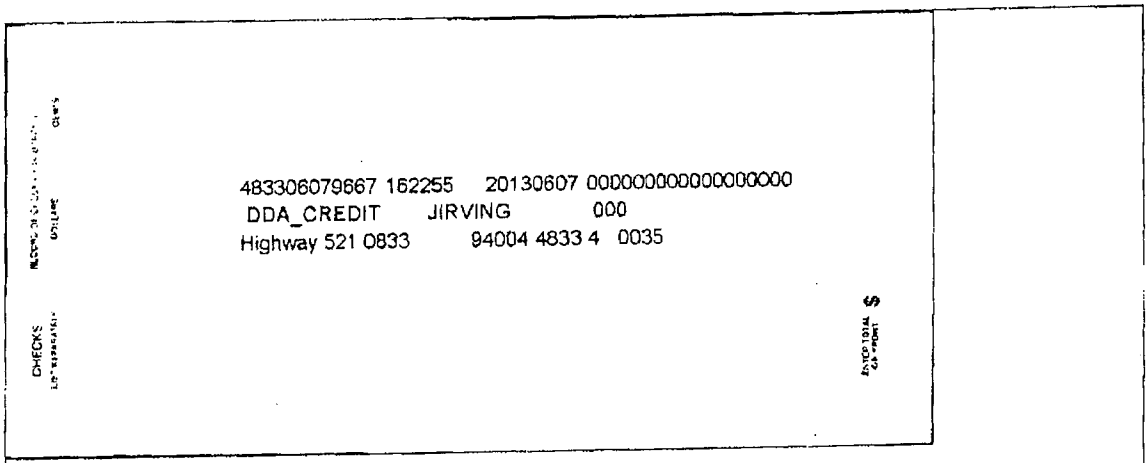

483306079667 162255 20130607 000000000000000000
DDA_CREDIT JIRVING 000
Highway 521 0833 94004 4833 4 0035

CHECKS

$

Account: 7102667154
Amount: 8,143.84
PostDate: 20130607
Tran_ID: 511015346
CheckNum: 0
DIN: 511015346
ReturnReasonDescription:
ECEItemSeqNum: 483306079667

EXHIBIT 17

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT
Josh Hammond, **Plaintiff,**	**AFFIDAVIT OF RICHARD TOD HAMMOND IN OPPOSITION TO MOTION FOR SUMMARY JUDGEMENT**
v.	
Richard Tod Hammond, **Defendant / Third Party Plaintiff,**	**Civil Action No.: 2014-CP-29-00442**
v.	
Titan Logging, LLC, **Third-Party Defendant.**	

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LANCASTER, SC

Personally appeared before me, Richard Tod Hammond, who being duly sworn, states, in opposition to the Plaintiff's Motion for Summary Judgment, states as follows:

My parents divorced when I was 2-3years old and I was placed with my father and unfortunately education was not a priority, and I cannot read and write very well. I have relied on family and friends for their assistance with all paperwork involved in my business, Hammond Land Clearing.

I started Hammond Land Clearing in 1988, the same year my son, Josh Hammond was born. At the time my business was started I had purchased several pieces of equipment. In late 2006, after his graduating high school, Josh started working for me at Hammond Land Clearing on a full time basis. At that time, Lindsay Plyler McMackin was working in the office for me. Josh primarily operated equipment, but would also assist Lindsay in the office with various paperwork; as I wanted to familiarize him with all the aspects of the business.

In the summer of 2008, Josh moved to the beach to live with his mother, Rhonda Brewer. Rhonda encouraged Josh to work for his stepfather, Brad Brewer; of which didn't work out. Josh then worked another job at the beach, of which also didn't work out for him, he then returned to work for me at Hammond Land Clearing, building pads for turkey barns at that time. In approximately the middle of 2009, I began logging timber on a full time basis and Josh continued to work for me at Hammond Land Clearing.

On April 13, 2012 Josh left to go on a cruise for vacation, once he returned from his vacation Josh paid a $2300.00 alcohol tab with my company credit card; and he didn't come back to work for me until August 6, 2012. During the months between April and August 2012, Josh refused to help get logging equipment back to the shop, one piece of equipment had been loaned out by Josh and was not recovered until months later. Basically, Josh had quit working and all he wanted to do was party. At

one point I called his mother, Rhonda Brewer, and asked her to speak with him to see if she could get him to straighten up, which didn't help.

Josh eventually returned to work for me, and worked until May 7, 2013 at which time he left on a cruise again. When he returned from this trip, he didn't come back to work for me at that time, he sold his Corvette, of which none of those funds were deposited into any of Hammond Land Clearing's bank accounts. Josh had said he was mad because he didn't like working on a particular tract of land we were cutting, he left the job and left equipment sitting at that jobsite. When he returned from the cruise in May, 2013, he eventually returned to the jobsite he had left (job was for Danny McKittrick) and he did finish the job. Once he finished that job, he had them write the check payable to Josh Hammond of which was on 6/5/13 for $6,300.00. After finishing this job with McKittrick Timber, Josh took several pieces of equipment owned by Hammond Land Clearing without consulting me and proceeded to do work for Griggs Forestry in Patrick, SC, this is a wood dealer that I/Hammond Land Clearing had been cutting for, for the past several months at that time. Josh cut timber for Griggs Forestry from June 2013 until September 2013, at which time he had a disagreement with Grigg's about damage to a piece of equipment he had borrowed, Josh then started cutting for Keels Land & Timber in Timmonsville, SC. Josh's stepfather, Brad Brewer, was working with Josh from June 2013 until October 2013; at which time, Josh & Brad had a disagreement and Josh then started calling me back, said he needed my help to finish a job. I started helping Josh in Timmonsville, SC around late October or early November 2013, of which I was under the assumption that the money and expenses would be halved between the two companies, this never happened; Josh had all the checks made out to his company and only reimbursed me/Hammond Land Clearing for a couple hundred dollars.

In December 2013, Keels Land & Timber didn't have any wood for us to cut, so I called Grigg's Forestry and worked some things out with them for Hammond Land Clearing to start cutting for them again. We cut for them for about a month and Josh would not split the money with me, even though I/Hammond Land Clearing was paying for at least half of all expenses and we were using my/Hammond Land Clearings equipment, so once again Josh got mad and moved back to the beach.

Since 2007, Josh has had access to all of my personal and business funds; Josh paid for his truck, four wheeler, vehicle insurance and other expenses out of Hammond Land Clearing accounts. I had at one point, in approximately 2009 or 2010, offered Josh a part in the company, I had my tax consultant, Brian Watts, draw up paperwork for Josh & I to become partners in the business of Hammond Land Clearing and Josh would never go and sign the papers. Josh had also lived in a rental house owned by me from 2006 until May 2013, of which Josh paid no rent and all the expenses and utilities of that house were paid for by Hammond Land Clearing. When Josh had moved back to the beach, he never removed his personal items from the house, so I continued to maintain and pay the expenses on the house, even while he was away. Josh to date, still hasn't removed items from the house, I am currently still maintaining the house.

The checking account that Hammond Land Clearing used was in Josh Hammond's name but as a DBA for Hammond Land Clearing. The previous account was in Tod Hammond DBA Hammond Land Clearing but after Josh Hammond began working full time and the business switched banks Josh's name was put on the account. This account was used for business expenses, payroll, equipment purchases and personal expenses for the family. After Josh Hammond came on full time with the company, I decided to buy more equipment to grow the logging side of the business. The equipment in question for this lawsuit was purchased with down payments from the Hammond Land Clearing checking account. Loans were taken out in Josh Hammond's name at the request and direction of me. I wanted to help Josh Hammond establish his credit and get loans in his name. The payments of the loans were made by the Hammond Land Clearing checking account. One loan was secured with Collateral in the form of Bank Certificates of Deposits (CD's) belonging to Josh Hammond and Nancy Hinson whom is my mother and Josh's grandmother. I personally approached Nancy about the loan

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and the understanding was that Hammond Land Clearing was to make the payments to pay off the loan.

The large equipment in question includes a 2004 Tigercat 720D Cutter that was purchased on June 11, 2009. The contract of sale from Tidewater Equipment Company in Brunswick, Georgia was to Hammond Land Clearing and signed by Josh Hammond. The loan was signed by Josh Hammond and Nancy Hinson, and the monthly payments being made by Hammond Land Clearing checking account until Josh Hammond left the company in 2013. The 2004 Tigercat 724D Cutter was purchased by Hammond Land Clearing December 6, 2011 and signed for by Josh Hammond. Payments were made from the Hammond Land Clearing checking account for the Tigercat 724D until Josh Hammond left the company in 2013.

Various other equipment is owned by Hammond Land Clearing including other tools for logging, loaders, skidders, and trailers and trucks which are titled to Tod Hammond or Hammond Land Clearing including the following: a 1994 Mack Truck Vin#1M2P267Y5RM020690 with title in Hammond Land Clearing Name, a 1998 Evans Log Trailer VIN# 1J9G142B8W100345, a 1999 Evans Log Trailer VIN# 1J9G142B2X1003489 both titled in Richard Tod Hammond's name, a 1989 Trail King Trailer VIN# 1TKJ04227KM064213 titled to Hammond Land Clearing, two John Deere 850C Dozers were purchased by Tod Hammond from Callahan Grading and Hauling LLC in 2007, 2004 Tigercat 620C skidder and a 1999 Tigercat 630 skidder. I insured the equipment used by Hammond Land Clearing, of which I also claimed the business on my taxes from 2009 through 2013 and had established the federal tax ID number for Hammond Land Clearing which is 57-0921763.

I SOLEMNLY AFFIRM OR SWEAR that the contents of this affidavit are known to me and are true and correct, so help me God.

Richard Tod Hammond

August 18, 2015

Lancaster, South Carolina

Subscribed and sworn to me by Richard Tod Hammond this 18th day of August, 2015.

NOTARY PUBLIC for SC
My commission expires: 1/12/2022

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CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

MEMORANDUM IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

Civil Action No.: 2014-CP-29-00442

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CLERK OF COURT
LANCASTER, SC

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure (SCRCP), Defendant / Third-Party Plaintiff Richard Tod Hammond submits his Memorandum in Support of his Opposition to Motion for Summary Judgement.

Rule 56(c) of the SCRCP allows for the motion to be filed at least 10 days before the hearing. The adverse party under 56(c) may serve affidavits not later than two days before the hearing. The judgement sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories and admissions on file together with affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. In determining, whether summary judgment is proper, the court must construe all ambiguities, conclusions and inferences arising from the evidence against the moving party. *See Weston v. Kim's Dollar Store,* 731 S.E.2d 864, 399 S.C. 303 (2012). To withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. Rules Civ.Proc., Rule 56(c). *See Savannah Bank, N.A. v. Stalliard*, 734 S.E.2d 161, 400 S.C. 246 (2012).

Rule 6(d) of the SCRCP requires that if a motion is supported by affidavit, the affidavit shall be served with the motion. Additional or opposing affidavits may be served not later than two days before the hearing. The moving party may serve reply affidavits at any time before the hearing commences.

The matter before the court was commenced with the filing by Plaintiff of a Motion for Summary Judgment, no affidavit or other documentation as allowed by Rule 56 of the South Carolina Rules of Civil Procedure and Rule 6 was filed with the Motion.

Defendant then had the choice of filing nothing or filing that allowed by the Rules, so he filed an affidavit of the Defendant along with supporting documents such as 1099's and Federal Tax Returns, showing he owned Hammond Land Clearing.

Plaintiff then, on the date of the hearing, at the moment of the commencing of the hearing, did a document dump on the Court and the Defendant's Attorney, which in effect, was the one thing the South Carolina Rules of Civil Procedure were designed to prevent, trial by ambush.

Defendant's attorney then immediately objected to Plaintiff's evidence as not being allowed by the Rules at such a late date, meaning no affidavit or deposition to explain the paper documents so filed.

Per Rule 56(c), one can use pleadings, depositions, answers to interrogatories and admissions on file together with affidavits if any to help render a judgment in its favor. There are no depositions on file, no admissions that are relevant and Plaintiff filed no affidavits. Plaintiff's memorandum included items from their productions request to defendant. Production requests are separate and distinct from interrogatories and were specifically left out of Rule 56(c). The items listed by Plaintiff in their memorandum are not considered business records. Defendant believes the Rules require affidavits or other sworn documentation to explain any exhibits offered to the court.

Plaintiff per Rule 6, after Defendant filed his affidavit, is limited to a reply affidavit, which has not been filed.

In any event, Defendant is now filing two additional affidavits as to the issue of Hammond Land Clearing ownership, also filing Answers to Defendant's Interrogatories by Plaintiff, when asked to provide copies of any Federal ID numbers to their Hammond Land Clearing claim, any taxes filed, etc., all which Plaintiff objected to, so Plaintiff has not produced at this time any evidence of ownership of a Hammond Land Clearing. So Plaintiff has not produced to the Court any claim of his ownership of Hammond Land Clearing such as Tax ID number or tax returns, nor has he produced to Defendant or to the Court any evidence of making any income for the years 2009 through 2013.

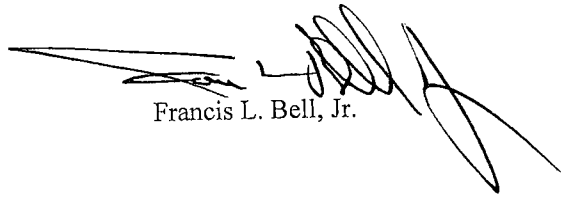
Plaintiff provided on the day of the hearing two checks from Griggs Forestry Services LLC and two deposit slips from TD Bank that were not produced by regular discovery prior to Motion for Summary Judgement, which is a violation of the South Carolina Rules of Civil Procedure.

In conclusion, Plaintiff has failed to properly introduce evidence to support his position of any ownership of the equipment of Hammond Land Clearing; further Plaintiff has failed to produce any evidence to support his claim to Hammond Land Clearing, nor any evidence to show any income to Hammond Land Clearing. Defendant has provided tax records showing Richard Tod Hammond had an interest in Hammond Land Clearing and its equipment, 1099s listed to Hammond Land Clearing under the Federal ID number that was given to Richard Tod Hammond, copies of Account agreements with Richard Tod Hammond's signature from two of the Hammond Land Clearing accounts which were used to repay the loans on equipment and copies of checks that were sent for loan payments for the equipment that were signed by Richard Tod Hammond. With the provided affidavits and evidence, there is clearly a question of material fact of who owns the three pieces of equipment and questions about the ownership of Hammond Land Clearing

Respectfully submitted,

September 3, 2015

FRANCIS BELL LAW FIRM, LLC



Francis L. Bell, Jr.

FLBjr/jbg
Enclosures

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER Josh Hammond, *Plaintiff* , v. Richard Tod Hammond, *Defendant / Third-Party Plaintiff* , v. Titan Logging, LLC, *Third-Party Defendant* .	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT C/A No.: 2014-CP-29-00442 **PLAINTIFF'S ANSWERS TO DEFENDANT'S FIRST SET OF INTERROGATORIES**

TO: DEFENDANT RICHARD TOD HAMMOND AND HIS ATTORNEY, FRANCIS BELL

Plaintiff Josh Hammond ("Plaintiff"), by and through his undersigned attorneys, hereby serves the Plaintiff's Answers to Defendant Richard Tod Hammond's ("Defendant") First Set of Interrogatories as follows:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER: Responding to Interrogatory 1, Plaintiff identifies the following persons:

a. Josh Hammond is expected to testify as to the facts and circumstances surrounding the allegations of his pleadings.
1894 Pompano Drive
Garden City, SC 29576

8. Did you file State and Federal Income taxes for 2009 through 2013?

ANSWER: Plaintiff objects to Interrogatory 8 because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiff objects to Interrogatory 8 as it improperly seeks information that would only be relevant, if ever, for any post-judgment discovery. Further, Plaintiff objects to Interrogatory 8 as it seeks confidential financial information, the disclosure of which may harm Plaintiff. Accordingly, this information, if required to be produced at all, should only be produced pursuant to a valid protective order. Plaintiff expressly reserves the right to supplement this Answer.

9. If you answered YES to Interrogatory 8 listed above; please state following:

a. Name of accountant that prepared your State and Federal Income taxes for 2009 through 2013;

ANSWER: Plaintiff objects to Interrogatory 9 and 9a because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiff objects to Interrogatory 9 and 9a as it improperly seeks information that would only be relevant, if ever, for any post-judgment discovery. Further, Plaintiff objects to Interrogatory 9 and 9a as it seeks confidential financial information, the disclosure of which may harm Plaintiff. Accordingly, this information, if required to be produced at all, should only be produced pursuant to a valid protective order. Plaintiff expressly reserves the right to supplement this Answer.

10. Do you have or have you ever had a Tax ID number; if so list Tax ID number and to whom the Tax ID number was assigned.

ANSWER: Plaintiff objects to Interrogatory 10 because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiff objects to Interrogatory 10 as it improperly seeks information that would only be relevant, if ever, for any post-judgment discovery. Further, Plaintiff objects to Interrogatory 10 as it seeks confidential financial information, the disclosure of which may harm Plaintiff. Accordingly, this information, if required to be produced at all, should only be produced pursuant to a valid protective order. Plaintiff expressly reserves the right to supplement this Answer.

11. Have you ever obtained a Tax ID number for Hammond Land Clearing; if so please state Tax ID number?

ANSWER: Plaintiff objects to Interrogatory 11 because it seeks irrelevant information and is not reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiff objects to Interrogatory 11 as it improperly seeks information that would only be relevant, if ever, for any post-judgment discovery. Further, Plaintiff objects to Interrogatory 11 as it seeks confidential financial information, the disclosure of which may harm Plaintiff. Accordingly, this information, if required to be produced at all, should only be produced pursuant to a valid protective order. Plaintiff expressly reserves the right to supplement this Answer.

12. Do you currently have or have you ever filed for an LLC (Limited Liability Corporation)?

ANSWER: Yes. Plaintiff expressly reserves the right to supplement this Answer.

Respectfully submitted,

GOLDFINCH WINSLOW, LLC

By: _____

Stephen L. Goldfinch, Jr.
Ryan Compton
Post Office Box 829
Murrells Inlet, SC 29576
t. 843.357.9301
f. 843.357.9303
stephen@goldfinchwinslow.com
ryan@goldfinchwinslow.com

ATTORNEYS FOR PLAINTIFF JOSH HAMMOND

January 30, 2015
Murrells Inlet, South Carolina

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LANCASTER) SIXTH JUDICIAL CIRCUIT

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

SECOND AFFIDAVIT OF RICHARD TOD HAMMOND IN OPPOSITION TO MOTION FOR SUMMARY JUDGEMENT

Civil Action No.: 2014-CP-29-00442

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CLERK OF COURT
LANCASTER, SC

Personally appeared before me, Richard Tod Hammond, who being duly sworn, states, in opposition to the Plaintiff's Motion for Summary Judgment, states as follows:

I have always owned and operated Hammond Land Clearing and there has never been another Hammond Land Clearing operating in this area. I have filed the taxes for Hammond Land Clearing, including years 2009, 2010, and 2011 which were filed prior to the commencement of this lawsuit. The 1099's that were provided, show Hammond Land Clearing collecting money under either my Social Security Number or the Federal Tax ID number that I set up for Hammond Land Clearing.

The bank accounts listed as Josh Hammond DBA Hammond Land Clearing were used to put funds from the Hammond Land Clearing business and I had an interest in and access to multiple accounts to write checks and withdraw money from those accounts, including but not limited to, Carolina First/TD bank accounts ending in 5105 and 7154. Attached are account agreements for both accounts of which I am a signer on each. Attached is a resolution of authority of Carolina First, account ending in 5105 which lists me as an agent of the account as well as a document from Carolina First showing that I was a business check card holder on the account. Also attached are copies of checks written from the Carolina First accounts ending in 5105 and 7154 to First Citizens Bank for payments on the loans for the equipment in question in this lawsuit that were signed by me. On all accounts, as well as, contracts of sales for the equipment, the address of 2552 Kirkover Drive, Lancaster, South Carolina was used, which is my personal home address, with the exception of the Contract of Sale for the 620C Tigercat, which list the address of 1369 Lynwood Drive, Lancaster, South Carolina; which is my address for the Hammond Land Clearing shop, of which both properties are owned by myself.

I SOLEMNLY AFFIRM OR SWEAR that the contents of this affidavit are known to me and are true and correct, so help me God.

Richard Tod Hammond

September 2, 2015

Lancaster, South Carolina

Subscribed and sworn to me by Richard Tod Hammond this 2nd day of September, 2015.

Lisa B. Gainey

NOTARY PUBLIC for SC
My commission expires: 01-12-2022

Joshua T Hammond
710104 5105
250-77-5399 H

SOLE PROPRIETORSHIP RESOLUTION OF AUTHORITY

CAROLINA FIRST BANK
290-ROCK HILL
315 EAST MAIN STREET
ROCK HILL, SC 29730

Referred to in this document as "Financial Institution"

By: JOSHUA TOD HAMMOND
2552 KIRKOVER DR
LANCASTER SC 29720

Referred to in this document as "Proprietorship"

I, _____, certify that I am the sole owner of the above named proprietorship, Federal Tax I.D. Number 250-77-5399, engaged in business under the trade name of _____.

AGENTS Any agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A.	JOSHUA TOD HAMMOND	X	X
B.	RICHARD HAMMOND	X	X
C.		X	X
D.		X	X
E.		X	X
F.		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Proprietorship.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Proprietorship, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Proprietorship as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
B	(7) Other SIGN CHECKS, AND USE DEBIT CARD	

LIMITATIONS ON POWERS The following are the Proprietorship's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY I further certify that the Proprietorship has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the person named who have full power and lawful authority to exercise the same.

Optional Notarization:

Subscribed and sworn to before me this

_____ day of _____.

_____
Notary Public

In Witness Whereof I have subscribed my name to this document on 6/11/2010 (date).

_____
(Type Name of Proprietor Below Signature)

Expert© ©1985, 1997 Bankers Systems, Inc., St. Cloud, MN Form SPR-1 6/13/2002

As used in this agreement, "I" means the owner of the sole proprietorship designated on page one. The term "resolution" means this agreement or any other agreement granting authority to others to act on behalf of the Proprietorship. I warrant that I am the sole owner of the business whose trade name is designated on this resolution. If any other parties acquire an ownership interest in the business (for example if I were to include a partner in ownership or if I were to incorporate), or if the ownership is changed in any way and I do not notify the Financial Institution of that fact, I will remain fully liable personally in accordance with the terms of this resolution and any other agreements that I have signed. In consideration of the Financial Institution's acceptance of this account under the designated trade name, and/or for the purpose of cashing or negotiating checks, drafts or other negotiable instruments payable to the designated trade name, that I endorse in my name as owner, that are endorsed in the designated trade name, or by those authorized on page one as Agents, I agree that:

The Proprietorship named on this resolution resolves that.

(1) The Financial Institution is designated as a depository for the funds of the Proprietorship and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior agreements or resolutions adopted by the Proprietorship and certified to the Financial Institution as governing the operation of this proprietorship's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution or agreement must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Proprietorship. Any Agent, so long as they act in a representative capacity as agents of the Proprietorship, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Proprietorship with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) I agree to the terms and conditions of any account agreement, properly opened by any Agent of the Proprietorship. I authorize the Financial Institution, at any time, to charge the Proprietorship for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) I acknowledge and agree that the Financial Institution may furnish at its discretion automated access devices to Agents of the Proprietorship to facilitate those powers authorized by this resolution or other writings in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) I acknowledge and agree that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Proprietorship with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. I authorize each Agent to have custody of the Proprietorship's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____ .

Comments:

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Carolina First Bank *Business Check Card Request*

Business Information

Business Name: JOSHUA TOD HAMMOND DBA HAMMOND LAND CLEARING PO BOX 2365

Address: 2552 KIRKOVER DRIVE

City/State/Zip: LANCASTER, SC 29732 Phone: 803-287-4364

Business Checking Account: 7101045105 TIN: 25-0775399

Agreement *(Please read and sign)*

By the signature of its authorized officer below, the Company requests that Carolina First Bank Business Check Cards ("Cards") be issued to the cardholders set forth on this Card application (this "Application"). The Company certifies that the information in this Application and any other documents submitted in connection with this Application is true and correct. The Company and the other signatories hereon authorize Carolina First Bank (the "Bank") to verify the identity of the Company and the other signatories information in this Application and to obtain further information concerning the credit and deposit account standing of the Company and the other signatories and to exchange this information with third parties. The Company understands that if this Application is accepted, Cards will be issued by the Bank, and Cardholders will have access to the Company's deposit accounts. The Company agrees to be bound by all of the terms and conditions of this Card Agreement section, the Application as a whole and any provisions set forth on the face of the Cards (which shall be deemed incorporated herein), including provisions regarding the Company's liability for fees, all purchases, and withdrawals made with the Cards. The Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, and whether arising from Cards lost or stolen; provided, however, that the Bank be responsible for all VISA debits effectuated through the Company owner's card, except those occurring in whole or in part due to the Company owner being grossly negligent or fraudulent in handling of the Card or the account. The Company certifies that any accounts opened pursuant to this Application shall be used solely for business or commercial purposes. The Company agrees that unless it directs otherwise in writing, all monthly statements shall be mailed to the Company at the primary checking account address. Each monthly statement will show, among other things, all debits made by use of the Cards. Disputes regarding any Card debits shall be communicated in writing to the Bank. Communications shall include Cardholder and Company names, the dollar amount of any dispute or suspected error, the reference number and description of the dispute in error. Any communication regarding a dispute or suspected error must be received by the Bank within 60 days of the date of the monthly statement on which it first appeared. Provisional credit will be given by the Bank within 5 business days for those VISA transactions defined as unauthorized and performed by the Company owner's card. Any person signing below as the duly authorized signatory of the Company attests that the Company is a valid business entity and that each person signing below is authorized to enter into this Application and Agreement on behalf of the Company. The Company understands that the Cards have the capability of initiating certain electronic transfers at the point of sale and in automated teller machines, and transactions through Bank branches and Internet banking. The Bank has the right, in its sole discretion, upon three days notice to the Company, to terminate privileges hereunder. The Bank may from time to time amend the terms applicable to the Cards to the extent allowed by applicable federal and state law, provided that the Bank provides the Company with reasonable prior written notice of such amendments, subject to the requirements of applicable by law. Any amendment to the terms applicable to the Cards will become effective at the time stated in such notice, without further action of the parties.

I have read the agreement provided to me concerning the use of the Business Check Card and I understand that by signing my name below, I am agreeing to its terms.

Company Owner Signature and Title: _____

Date: 6/11/2010 Verified By: _____ NICOLE

Employee User ID (3 initials and employee #): NMK 21243 Branch Number: 290

Cardholder Information

(Use additional form for more cardholder names)

Cardholder Name	Special Daily Limits	
1. RICHARD HAMMOND	ATM: 1000.00	POS: 2500.00
2. 4784841O-140765	ATM:	POS:
3.	ATM:	POS:
4.	ATM:	POS:
5.	ATM:	POS:

06 06 15-10

Technology Center Use Only:

Input By: _____ Date: _____

Fax to Card Services (803) 358-6027
or submit to Card Services (Orange Bag)

DB-01 (03/06)

Joshua T Hammond
7101045105

1/2

Account Agreement

Date: 6/11/2010

Institution Name & Address

CAROLINA FIRST BANK
315 EAST MAIN ST
ROCK HILL, SC 29730

ROCK HILL- 290

7101046105

Internal Use

Account Title & Address

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 2.

Owner/Signer Information 1

Name	JOSHUA TOD HAMMOND
Relationship to Account (Owner and/or Signer, etc.)	SOLE OWNER
Address	2552 KIRKOVER DR LANCASTER, SC 29720
Mailing Address (if different)	
Home Phone	(803) 287-4384
Work Phone	(000) 000-0000
Mobile Phone	(000) 000-0000
E-Mail	TEMPESTJH38@YAHOO.COM
Birth Date	5/30/1988
SSN/TIN	[redacted]
Driver's License No., State, Issue Date, Exp. Date	DL 100236498 SC 08112008-5/30/2013
Other ID (Description, Details)	
Employer's Name & Address	00000
Previous Financial Inst.	

Owner/Signer Information 2

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Ownership of Account

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☒ Sole Proprietorship
- ☐ Limited Liability Company

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary Name(s), Address(es) and SSN(s)

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☐ Terms and Conditions
- ☐ Electronic Fund Transfers
- ☐ Common Features
- ☐ Truth in Savings
- ☐ Funds Availability
- ☐ Privacy
- ☐ _____

[x _____]
JOSHUA TOD HAMMOND

[x _____]
RICHARD HAMMOND

[x]

[x]

☐ Authorized Signer (If checked and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.)

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Owner/Signer Information 3	
Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Owner/Signer Information 4	
Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Backup Withholding Certification

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

× _____ (Date)
JOSHUA TOD HAMMOND

Does business engage in internet gambling? Yes_____ No_____

Non-Individual Owner Information	
Name	
EIN	
Phone	
Mobile Phone	
E-Mail	
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Account Description	Account #	Initial Deposit/Source
Free Business Checking	7101045105 ndk21243	$ 24,198.60 ☐ Cash ☐ Check ☒ CURRENT BALAI
		$ _____ ☐ Cash ☐ Check ☐ _____
		$ _____ ☐ Cash ☐ Check ☐ _____

Services Requested

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)
☐ _____ ☐ _____
☐ _____ ☐ _____

Other Terms/Information

Account Owner(s) Other ID Type 1 (Primary):

Primary Owner Other ID Type 1:

Owner or Signer 2 Other ID Type 1:

Owner or Signer 3 Other ID Type 1:

Owner or Signer 4 Other ID Type 1:

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_____ _____ _____ _____ *(page 2 of 2)*

(Page 1 of 2)

Hammond
9102667154
[redacted]

Account Agreement

Date: 2/10/2011

Institution Name & Address

TD Bank, N.A.
8179 Charlotte Highway
Fort Mill, SC 29715
Highway 521 - 655

7102667154

Internal Use:

Account Title & Address

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.
Enter Non-Individual Owner Information on page 2. There is additional Owner/Signer information space on page 2.

Ownership of Account

The specified ownership will remain the same for all accounts!

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated:
- ☐
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☒ Sole Proprietorship
- ☐ Limited Liability Company

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

Owner/Signer Information 1

Name	JOSHUA TOD HAMMOND
Relationship to Account (Owner and/or Signer, etc.)	SOLE OWNER
Address	2552 KIRKOVER DR LANCASTER, SC 29720
Mailing Address (if different)	PO BOX 2365 LANCASTER SC 29720
Home Phone	(803) 287-4384
Work Phone	
Mobile Phone	
E-Mail	TEMPESTJH88@YAHOO.COM
Birth Date	5/30/1988
SSN/TIN	[redacted]
Driver's License No., State, Issue Date, Expir. Date	DL 100236498 SC 08112008 5/30/2013
Other ID (Description, Details)	
Employer's Name & Address	00000
Previous Financial Inst.	

Owner/Signer Information 2

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Expir. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as or on behalf of the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

☒ Terms and Conditions ☐ Truth in Savings ☐ Privacy
☐ Electronic Fund Transfers ☒ Funds Availability
☐ Common Features ☒ Business Misc Fees

[x] JOSHUA TOD HAMMOND

[x] Richard Hammond Richard Hammond-Authorized Signer

[x]

[x]

☒ Authorized Signer: If checked, and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.

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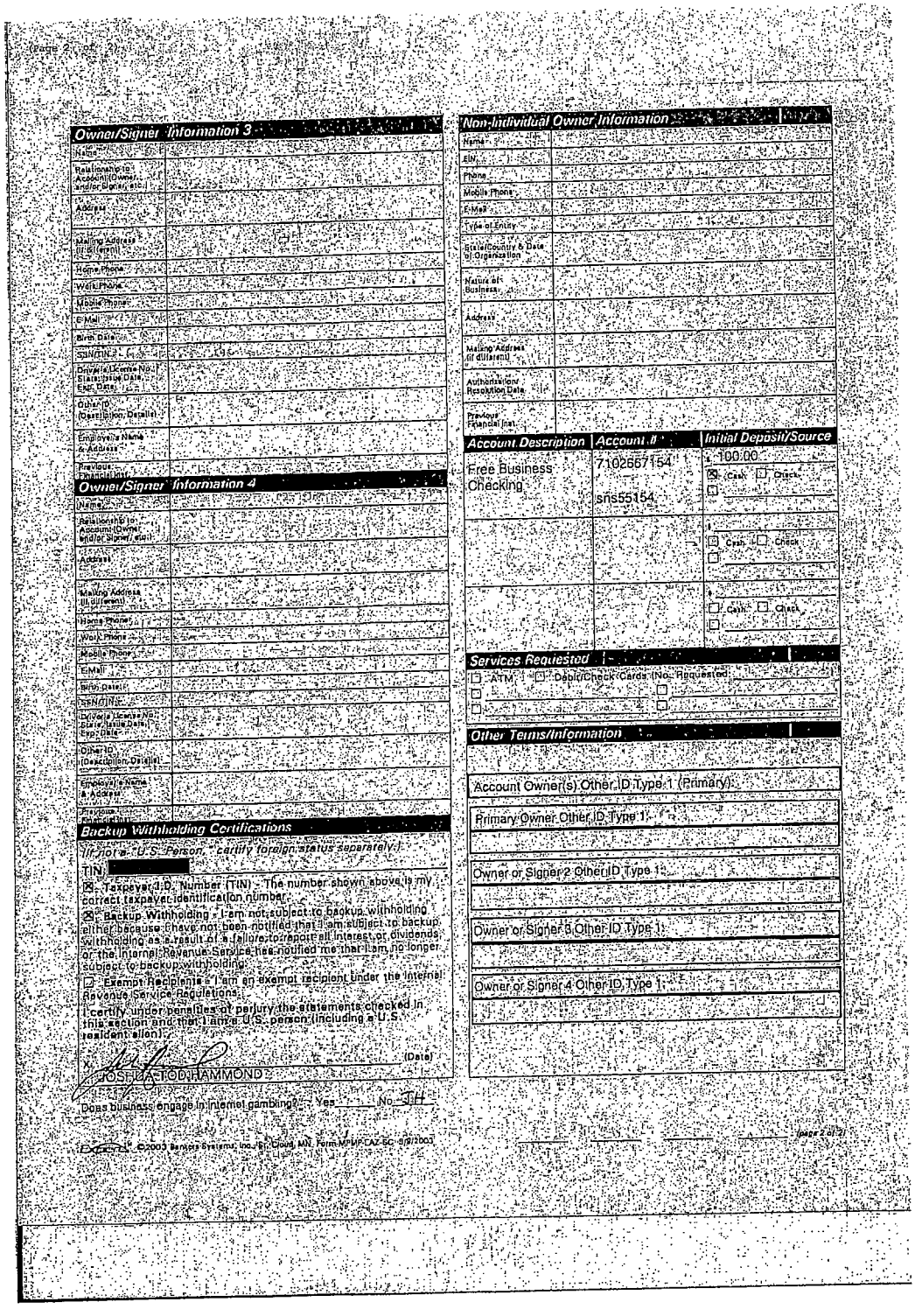
JH000179



Owner/Signer Information 3

Name
Relationship to Account (Owner and/or Signer), etc.
Address
Mailing Address (if different)
Home Phone
Work Phone
Mobile Phone
E-Mail
Birth Date
SS#/ITIN #
Driver's License No./ State Issue Date/ Exp. Date
Other ID (Description/ Details)
Employer's Name & Address
Previous Employer(s)

Owner/Signer Information 4

Name
Relationship to Account (Owner and/or Signer), etc.
Address
Mailing Address (if different)
Home Phone
Work Phone
Mobile Phone
E-Mail
Birth Date
SS#/ITIN #
Driver's License No./ State Issue Date/ Exp. Date
Other ID (Description/ Details)
Employer's Name & Address
Previous Employer(s)

Backup Withholding Certifications

(If more U.S. Person, certify foreign status separately.)

TIN:

☒ Taxpayer I.D. Number (TIN) - The number shown above is my correct taxpayer identification number.

☒ Backup Withholding - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipients - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)

JOSHUA TODD HAMMOND

Does business engage in internet gambling? Yes____ No JH

Non-Individual Owner Information

Name
EIN
Phone
Mobile Phone
E-Mail
Type of Entity
State/Country & Date of Organization
Nature of Business
Address
Mailing Address (if different)
Authorization Resolution Date
Pre-Acct Financial Inst.

Account Description	Account #	Initial Deposit/Source
Free Business Checking	7102667154	$ 100.00 ☒ Cash ☐ Check
	sns55154	$ ☐ Cash ☐ Check
		$ ☐ Cash ☐ Check
		$ ☐ Cash ☐ Check

Services Requested

☐ ATM ☐ Debit/Check Cards (No. Requested)
☐ ☐
☐ ☐

Other Terms/Information

Account Owner(s) Other ID Type 1 (Primary)
Primary Owner Other ID Type 1
Owner or Signer 2 Other ID Type 1
Owner or Signer 3 Other ID Type 1
Owner or Signer 4 Other ID Type 1

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TD Bank

NEW BUSINESS ACCOUNT

REGION: SC (30) STORE #: 833 ACCOUNT NUMBER: 4269577248 IM: 94004

TYPE OF ACCOUNT: TDBusiness Simple Checking TYPE CODE: 713

DATE OPENED: 08/20/2012 OFFICER CODE:

OPENED BY: Stephanie Sutton

BUSINESS NAME / MAILING ADDRESS:

JOSHUA TOD HAMMOND DBA

HAMMOND LAND CLEARING

2552 KIRKOVER DR

LANCASTER SC USA 29720

TIN: [redacted]

LEGAL ADDRESS: (No PO Boxes)

2552 KIRKOVER DR

LANCASTER SC 29720

If Existing Customer, Enter the RM Number: 0000003091852

Verification:

Account Relationship: Sole Proprietor PBA W/signer

Additional Account Verification: X Business/Entity Documentation: Existing Customer

IMPORTANT INFORMATION

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

The undersigned acknowledge(s) receipt of the Deposit Account Agreement and Fee Schedule which govern my/our accounts with the Bank. My/Our use of this account shall evidence my/our acceptance of the terms and conditions as set forth in the Deposit Account Agreement, Fee Schedule and any Addendums as the same may be amended from time to time.

The undersigned, both individually and on behalf of the account owner, if different, hereby authorize(s) the Bank, from time to time, request consumer reports containing references about me/us from third parties such as a consumer reporting agency, in connection with opening and maintaining this account. If you (the Bank) are unable to open a deposit account, you will provide me/us with an adverse action notice containing data regarding the consumer reporting agency.

This section does not apply to U.S. non-resident aliens. Under penalty of perjury, the undersigned certifies(s) that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: Richard Hammond

Printed Name: RICHARD HAMMOND

Date of Birth: 01/22/1963 TIN: 248173212

Verification:

If Existing Personal Customer, Enter the RM Number: 0000003847668

Date Signed:

Signature: Joshua Tod Hammond

Printed Name: Joshua Tod Hammond

Date of Birth: 05-30-88 TIN: [redacted]

Verification:

If Existing Personal Customer, Enter the RM Number:

Date Signed:

Signature:

Printed Name:

Date of Birth: TIN:

Verification:

If Existing Personal Customer, Enter the RM Number:

Date Signed:

Signature:

Printed Name:

Date of Birth: TIN:

Verification:

If Existing Personal Customer, Enter the RM Number:

Date Signed:

Rev. 05/2010 | TD Bank, N.A. Instructions for Store Team Members: If faxing to CIF, please insert in this direction

JH000176

NEW BUSINESS ACCOUNT ADDENDUM

REGION: SC(30) ACCOUNT #: 1269577249

STORE #: 691 DATE OPENED: 08/20/2012 BANK REPRESENTATIVE: Stephanie Sutton

BUSINESS NAME / ADDRESS: TIN: [redacted]

JOSHUA TOD HAMMOND DBA

HAMMOND LAND CLEARING

2552 KIRKOVER DR

LANCASTER SC USA 29720

IMPORTANT INFORMATION

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

The undersigned acknowledge(s) receipt of the Deposit Account Agreement and Fee Schedule which govern my/our account with the Bank. My/our use of this account shall evidence my/our acceptance of the terms and conditions set forth in the Deposit Account Agreement and Fee Schedule as the same may be amended from time to time.

The undersigned authorize(s) the Bank, from time to time, request consumer reports containing references about me/us from third parties such as a consumer reporting agency in connection with opening and maintaining this account. If you (the Bank) are unable to open a deposit account, you will provide me/us with an additional notice regarding the consumer reporting agency.

By signing this signature card, I acknowledge that the deposit account(s) which I am being added as a co-owner or authorized signer may have an existing MoneyLine account attached. I understand that a MoneyLine account is a line of credit for overdraft protection. I acknowledge receipt of the MoneyLine Agreement and disclosures and agree to their terms and conditions. I understand and agree that as a co-owner of the deposit account I will be fully responsible for payments on the MoneyLine account (including any outstanding balances at this time) and that payment history and other credit information may be reported to consumer reporting agencies.

This section does not apply to U.S. non-resident aliens. Under penalty of perjury, the undersigned certifies(ies) that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Information on Individual(s) Opening Account

CUSTOMER #1 INFORMATION
Joshua Tod Hammond
NAME: Existing Customer
IDENTIFICATION: (Describe below) Type / Number / Expiration Date
ID #1: Existing Customer N/A N/A
ID #2: N/A N/A
SSN: [redacted] DATE OF BIRTH: N/A
LEGAL ADDRESS: (If different from account owner) (No PO Boxes)
2552 Kirkover Dr. Lancaster SC 29720
MAILING ADDRESS: (If different from account owner)
Existing Customer If Existing Personal Customer, Enter the RM Number: Null
VERIFICATION:

CUSTOMER #2 INFORMATION
NAME: Select
IDENTIFICATION: (Describe below) Type / Number / Expiration Date
ID #1:
ID #2:
SSN: DATE OF BIRTH:
LEGAL ADDRESS: (If different from account owner) (No PO Boxes)
MAILING ADDRESS: (If different from account owner)
Select If Existing Personal Customer, Enter the RM Number:
VERIFICATION:

CUSTOMER #3 INFORMATION
NAME: Select
IDENTIFICATION: (Describe below) Type / Number / Expiration Date
ID #1:
ID #2:
SSN: DATE OF BIRTH:
LEGAL ADDRESS: (If different from account owner) (No PO Boxes)
MAILING ADDRESS: (If different from account owner)
Select If Existing Personal Customer, Enter the RM Number:
VERIFICATION:

CUSTOMER #4 INFORMATION
NAME: Select
IDENTIFICATION: (Describe below) Type / Number / Expiration Date
ID #1:
ID #2:
SSN: DATE OF BIRTH:
LEGAL ADDRESS: (If different from account owner) (No PO Boxes)
MAILING ADDRESS: (If different from account owner)
Select If Existing Personal Customer, Enter the RM Number:
VERIFICATION:

Additional Signers for this Account

X [signature] Richard Hammond 1/22/61 248-17-3912 Select
Signature / Printed Name / Date of Birth / SSN / Verification
Date Signed: If Existing Personal Customer, Enter the RM Number:

X Select
Signature / Printed Name / Date of Birth / SSN / Verification
Date Signed: If Existing Personal Customer, Enter the RM Number:

X Select
Signature / Printed Name / Date of Birth / SSN / Verification
Date Signed: If Existing Personal Customer, Enter the RM Number:

(Page 2 of 2)

TD Bank

BUSINESS ACCOUNT MAINTENANCE

REGION: SO (30) STORE #: 693 ACCOUNT NUMBER: 4269677248 IM

BANK REPRESENTATIVE: Jaaqueena Irving

DATE FORM PRINTED: 05/17/2013

DATE RETURNED:

STORE FORM RETURNED TO:

BUSINESS TYPE: Sole Proprietor

STATUS: Updating Authorized Signer(s)

ADD'L ACCOUNT:

ADD'L ACCOUNT:

* Must have the same titling; if not a separate form must be completed.

BUSINESS NAME / MAILING ADDRESS: TIN: [redacted]

Joshua Tod Hammond DBA

Hammond Land Clearing

LEGAL ADDRESS: (No PO Boxes)

2552 Kirkover Dr

Lancaster, SC 29720

BUSINESS PHONE: (803) 287-4364

☒ Updated Business Documentation Obtained - (ATTACH TO FORM) No Documentation Collected

IMPORTANT INFORMATION

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

The undersigned, both individually and on behalf of the account owner, if different, hereby authorize(s) the Bank to, from time to time, request consumer reports containing references about me/us from third parties, such as a consumer reporting agency, in connection with opening and maintaining this account. If you (the Bank) are unable to open a deposit account, you will provide me/us with an additional notice containing data regarding the consumer reporting agency.

This section does not apply to U.S. non-resident aliens. Under penalty of perjury, the undersigned certify(ies) that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Authorized Signers (Complete Addendum if Required)

Signature

5/30/1988 Printed Name [redacted] TIN

Date of Birth Select

Verification

If Existing Personal Customer, Enter the RM Number:

Date Signed:

Signature

Printed Name TIN

Date of Birth Select

Verification

If Existing Personal Customer, Enter the RM Number:

Date Signed:

Signature

Printed Name TIN

Date of Birth Select

Verification

If Existing Personal Customer, Enter the RM Number:

Date Signed:

Signature

Printed Name TIN

Date of Birth Select

Verification

If Existing Personal Customer, Enter the RM Number:

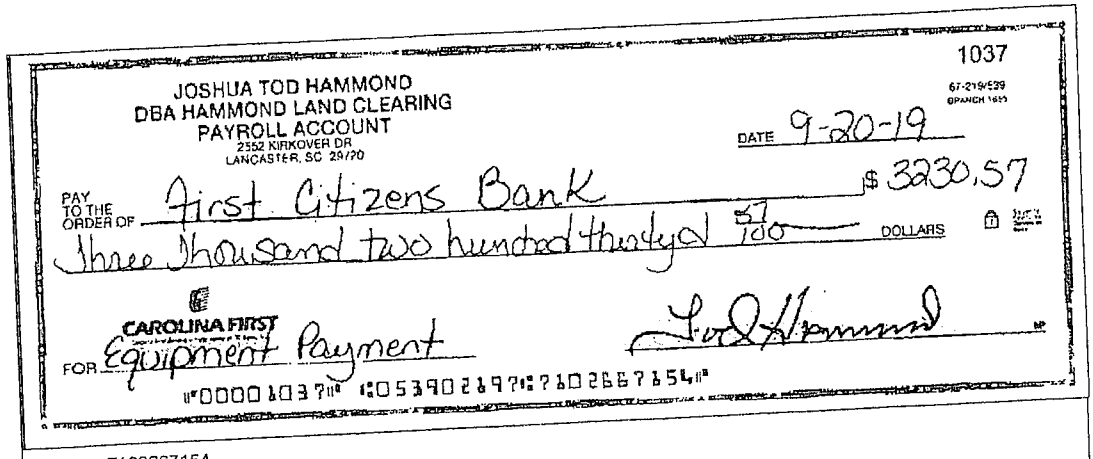
Date Signed: MAY 30 2013

Rev. 05/2010 | TD Bank, N.A. Instructions for Store Team Members: If faxing to CIF, please insert in this direction

JH000178

First Citizens ck#1037 = $3230.57
re: equipment payment / signed by Tod Hammond
Carolina First PAYROLL ACCOUNT ..7154
720 pmt amt $924.45 (one pmt on this check)
724 pmt amt $1153.06 (two pmts on this ck)

CK# 1037



1037

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

67-219/539
BRANCH 1655

DATE 9-20-19

PAY TO THE ORDER OF First Citizens Bank $ 3230.57

Three Thousand two hundred thirty and 57/100 DOLLARS

CAROLINA FIRST

FOR Equipment Payment

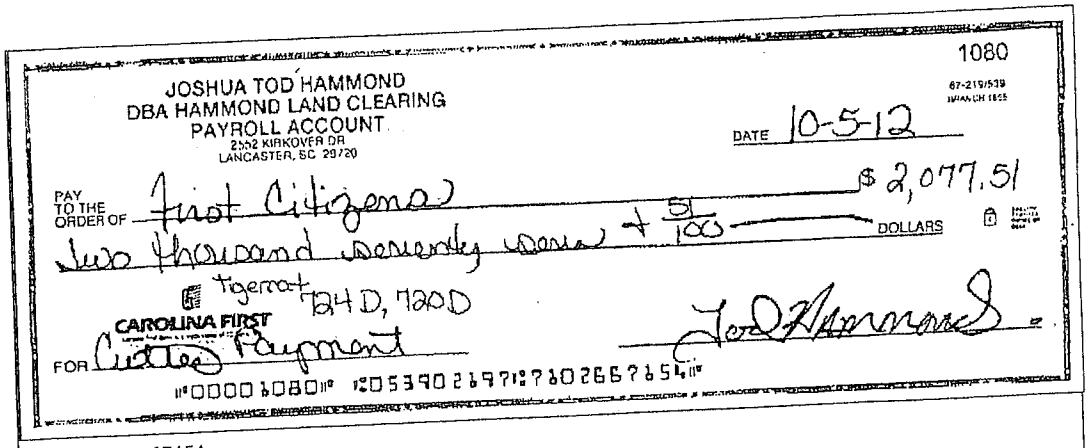
Tod Hammond

⑈0000 1037⑈ ⑆053902897⑆ 7602667154⑈

Account: 7102667154
Amount: 3,230.57
PostDate: 20120921
Tran_ID: 527555776
CheckNum: 1037
DIN: 527557066
ReturnReasonDescription:
ECEItemSeqNum: 08192685891

First Citizens ck#1080 = $2077.51
Carolina First PAYROLL ACCT..7154
re: Tigercat 724D & 720D cutter payment
SIGNED BY TOD HAMMOND
720 PMT $924.45
724 PMT $1153.06

CK# 1080



1080

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2582 KIRKOVER DR
LANCASTER, SC 29720

67-219/539

DATE 10-5-12

PAY TO THE ORDER OF First Citizens $ 2,077.51

Two Thousand Seventy Seven + 51/100 DOLLARS

CAROLINA FIRST

FOR Tigercat 724D, 720D Cutter Payment

Tod Hammond

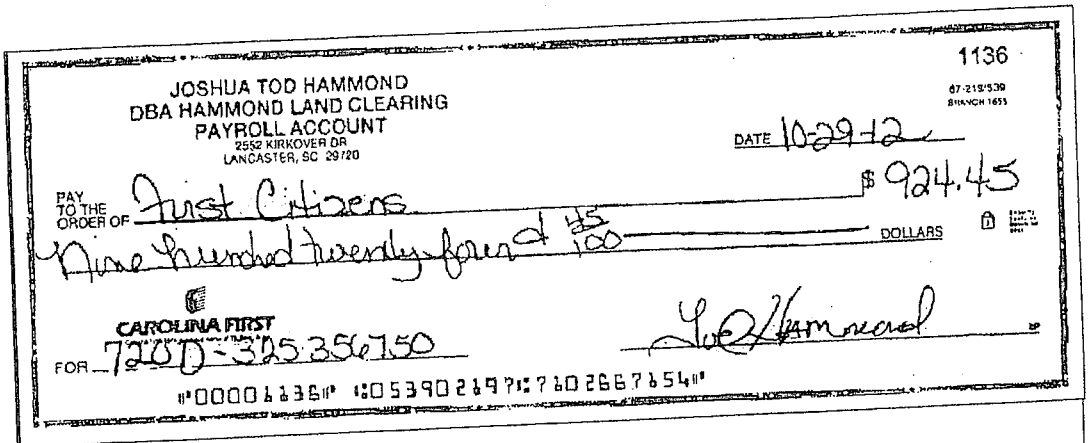
⑈0000 1080⑈ ⑆053902697⑆ 80266?654⑈

Account: 7102667154
Amount: 2,077.51
PostDate: 20121009
Tran_ID: 511085321
CheckNum: 1080
DIN: 511087141
ReturnReasonDescription:
ECEItemSeqNum: 08692060447

JH000052

First Citizens ck#1136 = $924.45
RE: 720D - 325356750 SIGNED BY TOD HAMMOND
Carolina First PAYROLL ACCT..7154

CK# 1136



1136

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

67-219/539
BRANCH 1655

DATE 10-29-12

PAY TO THE ORDER OF First Citizens $ 924.45

Nine hundred twenty-four and 45/100 DOLLARS

CAROLINA FIRST

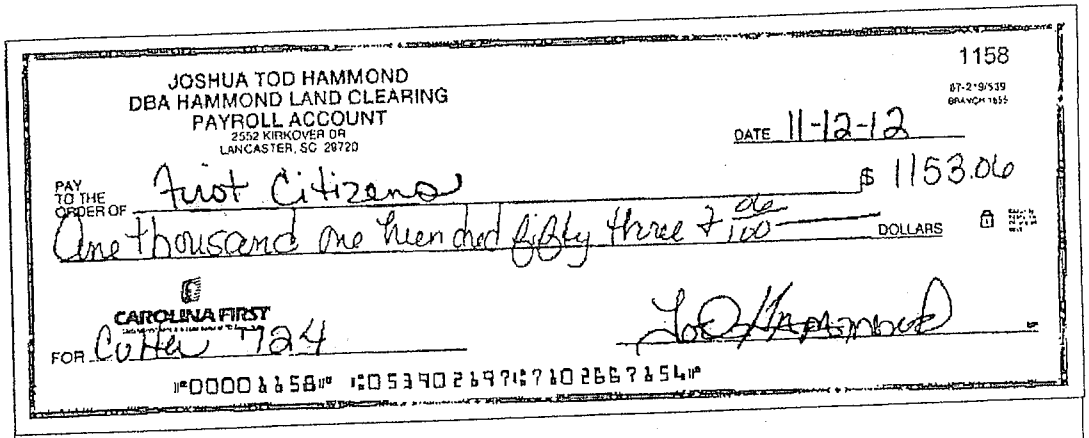
FOR 720D-325356750

⑈00001136⑈ ⑆053902197⑆ 7102667654⑈

Account: 7102667154
Amount: 924.45
PostDate: 20121114
Tran_ID: 531511931
CheckNum: 1136
DIN: 531513896
ReturnReasonDescription:
ECEItemSeqNum: 07792857578

First Citizens ck#1158 = $1153.06
re: cutter 724
Carolina First PAYROLL ACCT..7154 / SIGNED BY TOD HAMMOND

CK# 1158



1158

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

DATE 11-12-12

PAY TO THE ORDER OF First Citizens $ 1153.06

One thousand one hundred fifty three & 06/100 DOLLARS

CAROLINA FIRST

FOR Cutter 724

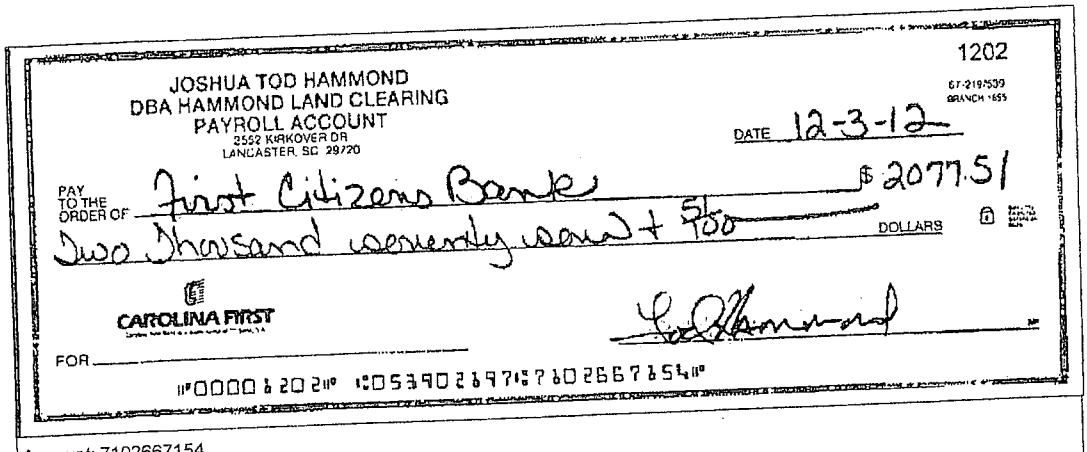
Tod Hammond

⑈0000 1158⑈ ⑆053902697⑆ 7102667154⑈

Account: 7102667154
Amount: 1,153.06
PostDate: 20121114
Tran_ID: 531511931
CheckNum: 1158
DIN: 531513901
ReturnReasonDescription:
ECEItemSeqNum: 07792857579

First Citizens ck#1202 = $2077.51
Carolina First PAYROLL ACCT..7154
SIGNED BY TOD HAMMOND

CK# 1202



1202

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

67-219/539
BRANCH 1655

DATE 12-3-12

PAY TO THE ORDER OF First Citizens Bank $ 2077.51

Two Thousand seventy seven + 51/100 DOLLARS

CAROLINA FIRST

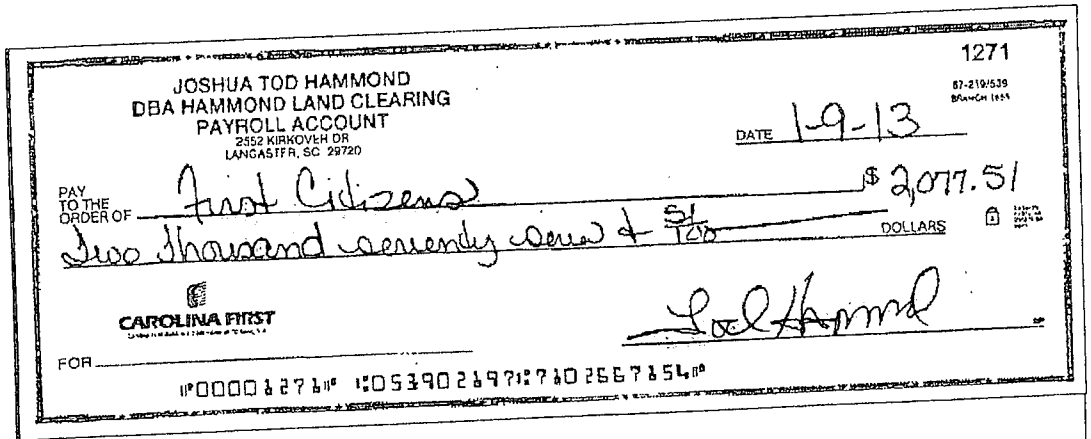
FOR

⑈0000 8 20 2⑈ ⑆053902697⑆ 7 80 2667 8 54⑈

Account: 7102667154
Amount: 2,077.51
PostDate: 20121204
Tran_ID: 545801056
CheckNum: 1202
DIN: 545802481
ReturnReasonDescription:
ECEItemSeqNum: 08592257388

First Citizens ck#1271 = $2077.51
Carolina First PAYROLL ACCT..7154 /SIGNED BY TOD HAMMOND

CK# 1271



1271

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

57-219/539
BRANCH 1651

DATE 1-9-13

PAY TO THE ORDER OF First Citizens $ 2,077.51

Two thousand seventy seven & 51/100 DOLLARS

CAROLINA FIRST

FOR

Tod Hammond

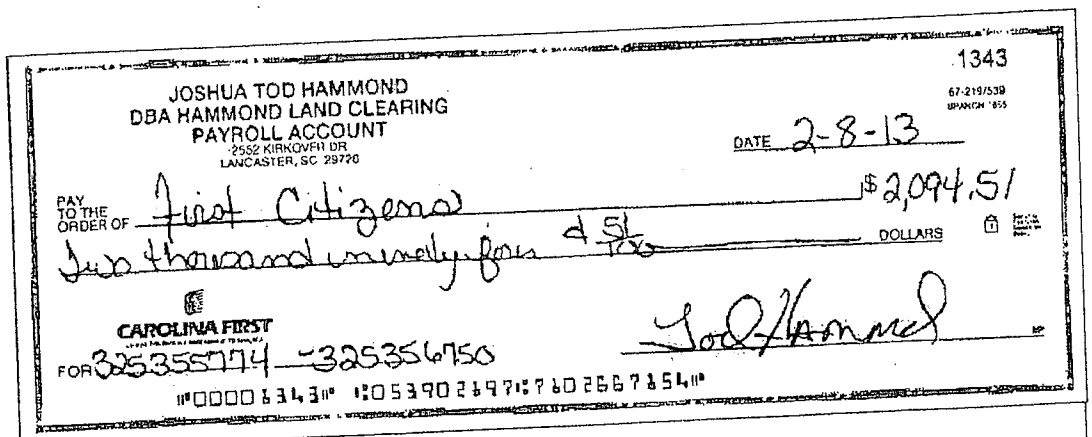
⑈0000 1 2 7 1⑈ ⑆053902 1 9 7⑆ 7 1 0 2 6 6 7 1 5 4⑈

Account: 7102667154
Amount: 2,077.51
PostDate: 20130111
Tran_ID: 517270001
CheckNum: 1271
DIN: 517270441
ReturnReasonDescription:
ECEItemSeqNum: 07892227572

JH000056

First Citizens ck#1343 = $2094.51
Carolina First PAYROLL ACCT..7154 / SIGNED BY TOD HAMMOND
RE: 325355774 - 325356750

CK# 1343



1343

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

67-219/539
BRANCH 855

DATE 2-8-13

PAY TO THE ORDER OF First Citizens $2,094.51

Two thousand ninety-four 51/100 DOLLARS

CAROLINA FIRST

FOR 325355774 -325356750

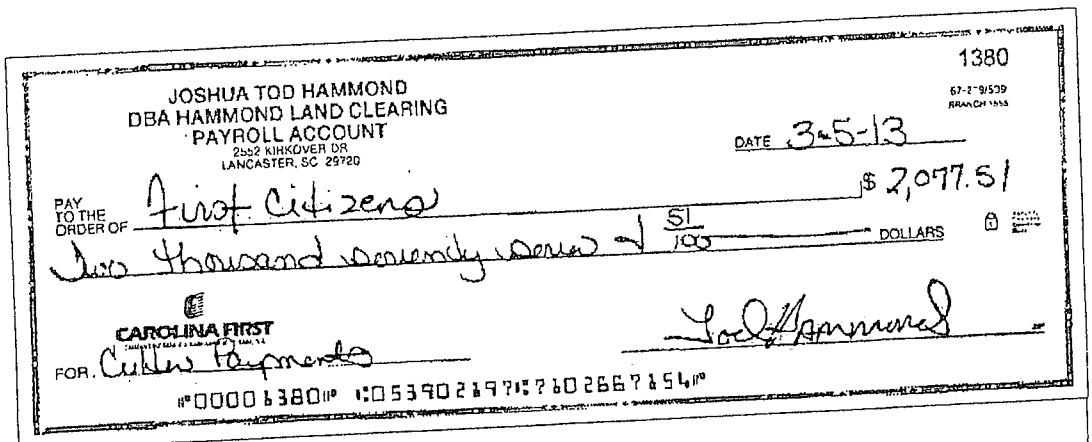
Tod Hammond

⑈0000 1343⑈ ⑆053902697⑆ 7102667154⑈

Account: 7102667154
Amount: 2,094.51
PostDate: 20130211
Tran_ID: 546263316
CheckNum: 1343
DIN: 546264051
ReturnReasonDescription:
ECEItemSeqNum: 08292303134

First Citizens ck#1380 = $2077.51
Carolina First PAYROLL ACCT..7154 / SIGNED BY TOD HAMMOND
RE: CUTTER PAYMENTS

CK# 1380



1380

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

67-279/539
BRANCH 1553

DATE 3-5-13

PAY TO THE ORDER OF First Citizens $ 2,077.51

Two Thousand Seventy-Seven and 51/100 DOLLARS

CAROLINA FIRST

FOR Cutter Payments

Tod Hammond

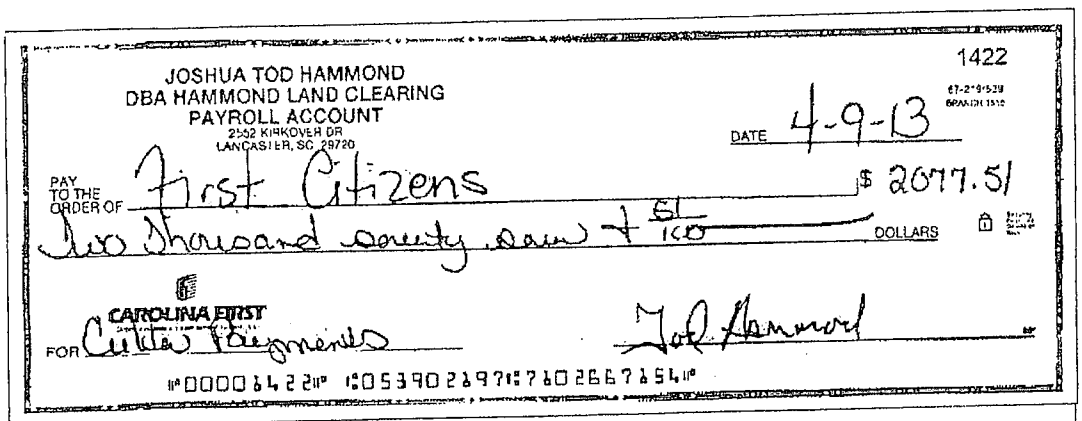
⑈0000 1380⑈ ⑆053902197⑆ 7102667154⑈

Account: 7102667154
Amount: 2,077.51
PostDate: 20130311
Tran_ID: 543690601
CheckNum: 1380
DIN: 543691006
ReturnReasonDescription:
ECEItemSeqNum: 08592769769

JH000058

First Citizens ck#1422 = $2077.51
Carolina First PAYROLL ACCT..7154 / SIGNED BY TOD HAMMOND
RE: CUTTER PAYMENTS

CK# 1422



1422

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2502 KIRKOVER DR
LANCASTER, SC 29720

DATE 4-9-13

PAY TO THE ORDER OF First Citizens $ 2077.51

Two Thousand seventy seven + 51/100 DOLLARS

CAROLINA FIRST

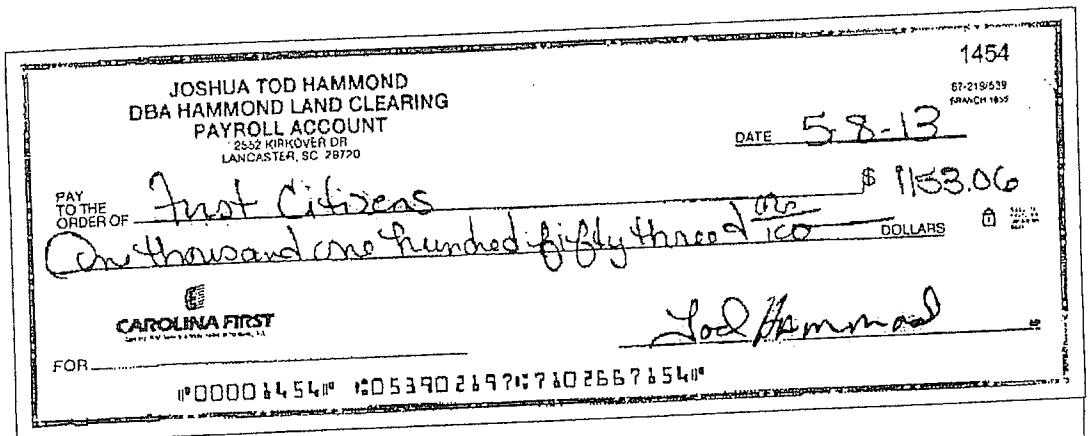
FOR Cutter Payments Tod Hammond

⑈00001422⑈ ⑆053902897⑆ 7102667154⑈

Account: 7102667154
Amount: 2,077.51
PostDate: 20130411
Tran_ID: 512563856
CheckNum: 1422
DIN: 512564251
ReturnReasonDescription:
ECEItemSeqNum: 08392828977

First Citizens ck#1454 = $1153.06
Carolina First PAYROLL ACCT..7154 / SIGNED BY TOD HAMMOND

CK# 1454



1454

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
PAYROLL ACCOUNT
2552 KIRKOVER DR
LANCASTER, SC 29720

67-219/539
BRANCH 1855

DATE 5-8-13

PAY TO THE ORDER OF Trust Citizens $ 1153.06

One thousand one hundred fifty three and 06/100 DOLLARS

CAROLINA FIRST

Tod Hammond

FOR

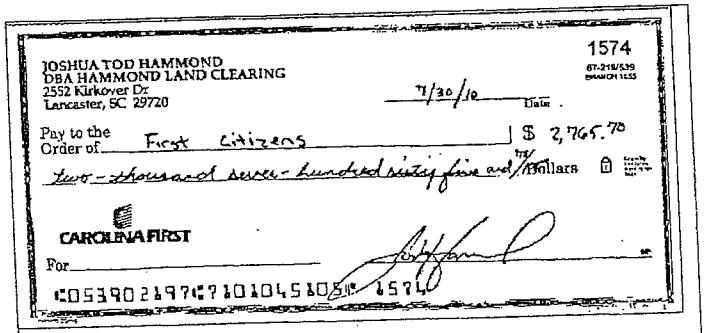
⑈0000 1454⑈ ⑆053902697⑆ 7102667154⑈

Account: 7102667154
Amount: 1,153.06
PostDate: 20130509
Tran_ID: 552945846
CheckNum: 1454
DIN: 552947011
ReturnReasonDescription:
ECEItemSeqNum: 07792134266

JH000060

First Citizens ck# 1574 - $2765.70

CK#'s: 1574, 1575,1601 & 1602



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1574

7/30/10 Date

Pay to the Order of First Citizens $ 2,765.70

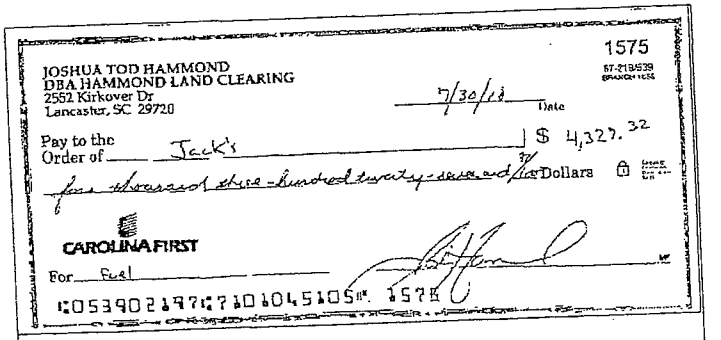
two thousand seven hundred sixty five and 70/100 Dollars

CAROLINA FIRST

For

:053902197:7101045105" 1574

Account: 7101045105
Amount: 2,765.70
PostDate: 20100802
Tran_ID: 0
CheckNum: 1574
DIN: 128774850
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1575

7/30/10 Date

Pay to the Order of Jack's $ 4,327.32

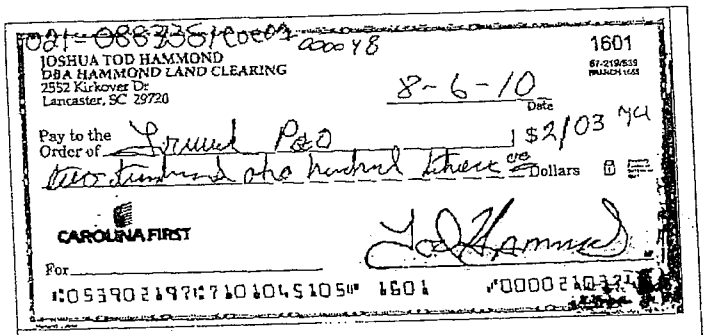
four thousand three hundred twenty-seven and 32/100 Dollars

CAROLINA FIRST

For Fuel

:053902197:7101045105" 1575

Account: 7101045105
Amount: 4,327.32
PostDate: 20100803
Tran_ID: 0
CheckNum: 1575
DIN: 128918176
ReturnReasonCode:
ReturnReasonDescription:



081-088256/Code 00048

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1601

8-6-10 Date

Pay to the Order of Ground Pro $ 2103.74

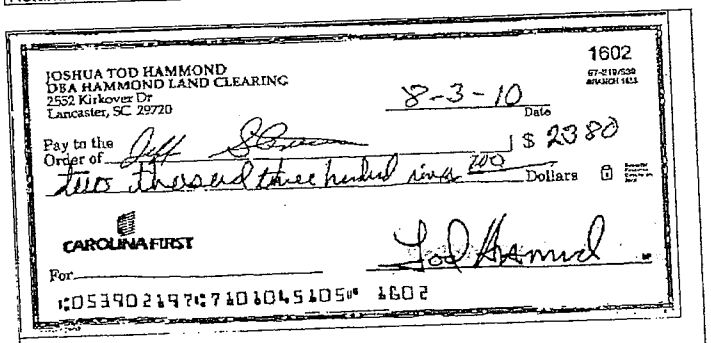
two thousand one hundred three and 74/100 Dollars

CAROLINA FIRST

For

:053902197:7101045105" 1601 "0000210374"

Account: 7101045105
Amount: 2,103.74
PostDate: 20100810
Tran_ID: 0
CheckNum: 1601
DIN: 120844036
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1602

8-3-10 Date

Pay to the Order of Jeff $ 2380

two thousand three hundred eighty and 00/100 Dollars

CAROLINA FIRST

For

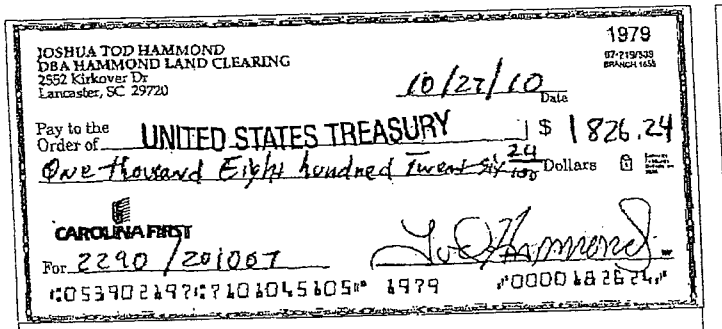
:053902197:7101045105" 1602

Account: 7101045105
Amount: 2,380.00
PostDate: 20100804
Tran_ID: 0
CheckNum: 1602
DIN: 120256262
ReturnReasonCode:
ReturnReasonDescription:

First Citizens ck#1981 = $3183.68
United States Treasury ck#1979 = $1826.24 (signed by Tod Hammond)
(ref: 2290 / 201007)

CK#'S: 1979, 1980, 1981 & 1982

322


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1979

10/27/10 Date

Pay to the Order of UNITED STATES TREASURY $ 1826.24

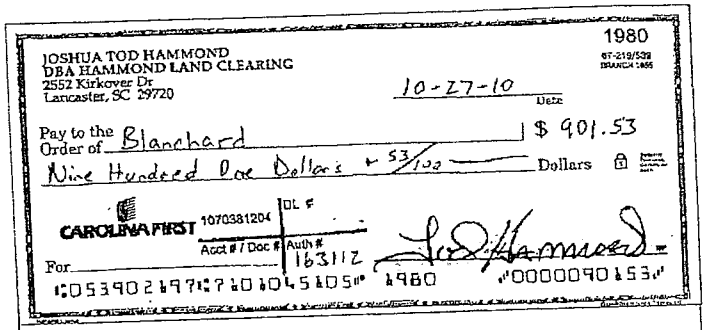
One Thousand Eight hundred Twenty-Six 24/100 Dollars

CAROLINA FIRST

For 2290 / 201007

⑆053902197⑆7101045105⑈ 1979 ⑈0000182624⑈

Account: 7101045105
Amount: 1,826.24
PostDate: 20101102
Tran_ID: 0
CheckNum: 1979
DIN: 120305584
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1980

10-27-10 Date

Pay to the Order of Blanchard $ 901.53

Nine Hundred One Dollars + 53/100 Dollars

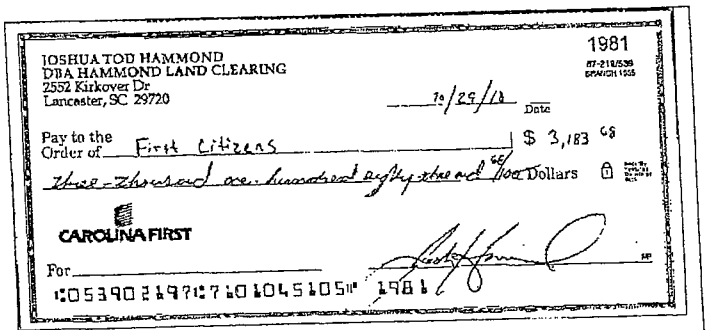
CAROLINA FIRST 1070381204 DL #

Acct # / Doc # Auth # 163112

For

⑆053902197⑆7101045105⑈ 1980 ⑈0000090153⑈

Account: 7101045105
Amount: 901.53
PostDate: 20101029
Tran_ID: 0
CheckNum: 1980
DIN: 120075712
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1981

10/29/10 Date

Pay to the Order of First Citizens $ 3,183 68

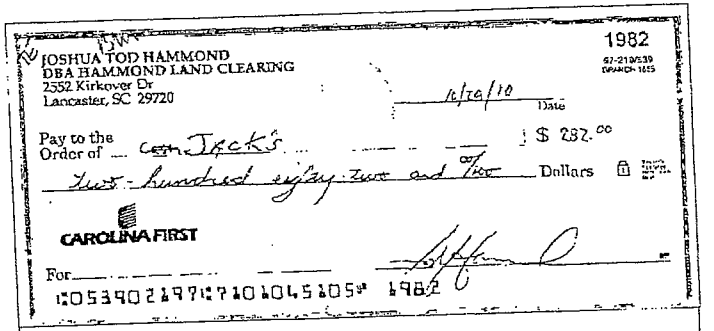
Three Thousand one hundred eighty-three and 68/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1981

Account: 7101045105
Amount: 3,183.68
PostDate: 20101101
Tran_ID: 0
CheckNum: 1981
DIN: 120156336
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1982

11/2a/10 Date

Pay to the Order of Com Jack's $ 282.00

Two hundred eighty-two and 00/100 Dollars

CAROLINA FIRST

For

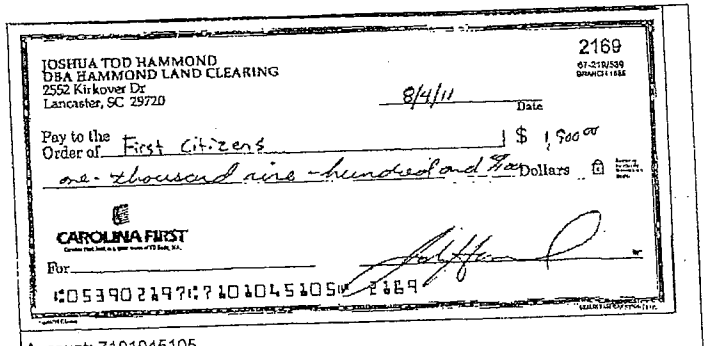
⑆053902197⑆7101045105⑈ 1982

Account: 7101045105
Amount: 282.00
PostDate: 20101102
Tran_ID: 0
CheckNum: 1982
DIN: 120288090
ReturnReasonCode:
ReturnReasonDescription:

JH000032

CK#'S: 2169, 2170, 2171 & 2172

First Citizens ck#2169 = $1900.00


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2169

8/4/11 Date

Pay to the Order of First Citizens $ 1,900.00

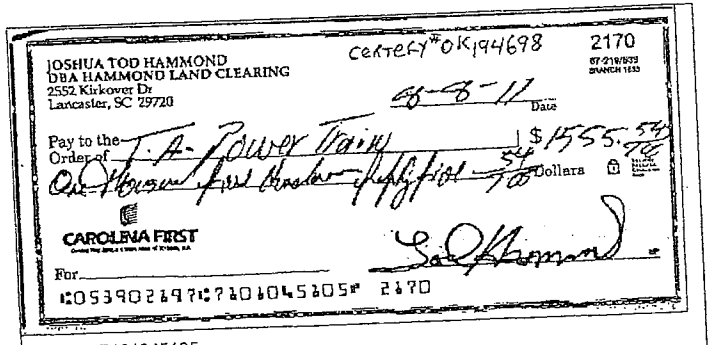
one thousand nine hundred and 00/100 Dollars

CAROLINA FIRST

For

:053902197:7101045105: 2169

Account: 7101045105
Amount: 1,900.00
PostDate: 20110805
Tran_ID: 576218566
CheckNum: 2169
DIN: 576218881
ReturnReasonDescription:
ECEItemSeqNum: 08592635899


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

certify #0K194698

2170

8-8-11 Date

Pay to the Order of T.A. Power Dairy $ 1555.54

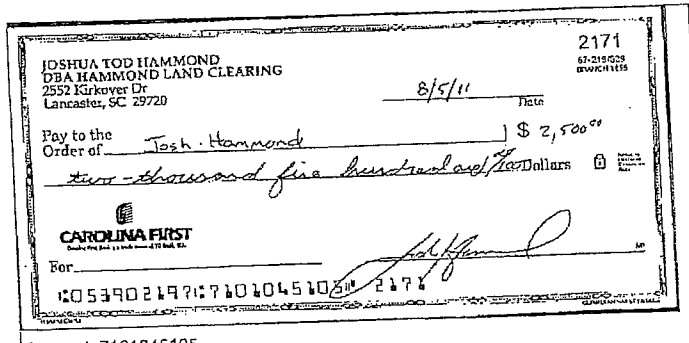
Dollars

CAROLINA FIRST

For

:053902197:7101045105: 2170

Account: 7101045105
Amount: 1,555.54
PostDate: 20110812
Tran_ID: 587711846
CheckNum: 2170
DIN: 587712886
ReturnReasonDescription:
ECEItemSeqNum: 08092331392


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2171

8/5/11 Date

Pay to the Order of Josh Hammond $ 2,500.00

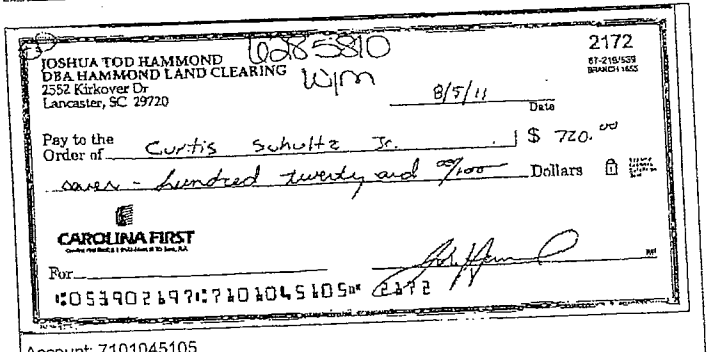
two thousand five hundred and 00/100 Dollars

CAROLINA FIRST

For

:053902197:7101045105: 2171

Account: 7101045105
Amount: 2,500.00
PostDate: 20110805
Tran_ID: 570408696
CheckNum: 2171
DIN: 570408721
ReturnReasonDescription:
ECEItemSeqNum: 0329187750


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1085810 WJM

2172

8/5/11 Date

Pay to the Order of Curtis Schultz Jr. $ 720.00

seven hundred twenty and 00/100 Dollars

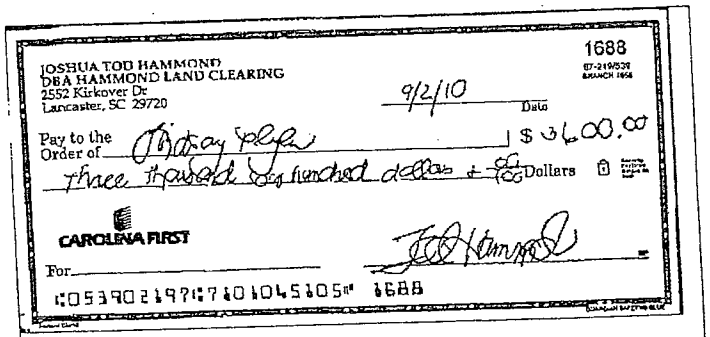
CAROLINA FIRST

For

:053902197:7101045105: 2172

Account: 7101045105
Amount: 720.00
PostDate: 20110808
Tran_ID: 592213416
CheckNum: 2172
DIN: 592214431
ReturnReasonDescription:
ECEItemSeqNum: 6536244693

JH000034


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1688

9/2/10 Date

Pay to the Order of Tiffany Phelps $ 3600.00

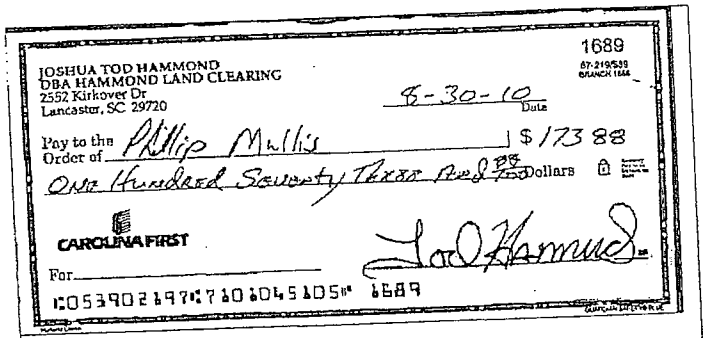
Three thousand six hundred dollars & 00 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1688

Account: 7101045105
Amount: 3,600.00
PostDate: 20100907
Tran_ID: 0
CheckNum: 1688
DIN: 123375686
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1689

8-30-10 Date

Pay to the Order of Phillip Mullis $ 173 88

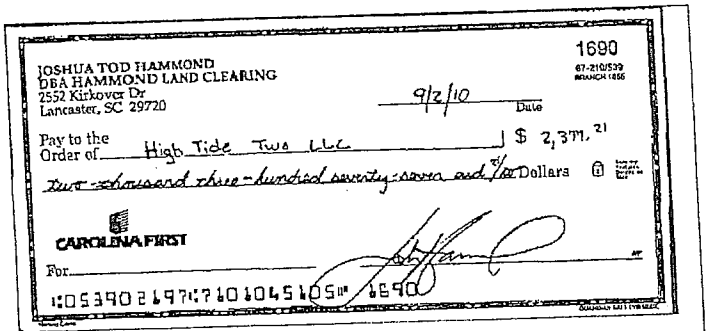
One Hundred Seventy Three and 88 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1689

Account: 7101045105
Amount: 173.88
PostDate: 20100908
Tran_ID: 0
CheckNum: 1689
DIN: 123558218
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1690

9/2/10 Date

Pay to the Order of High Tide Two LLC $ 2,377.21

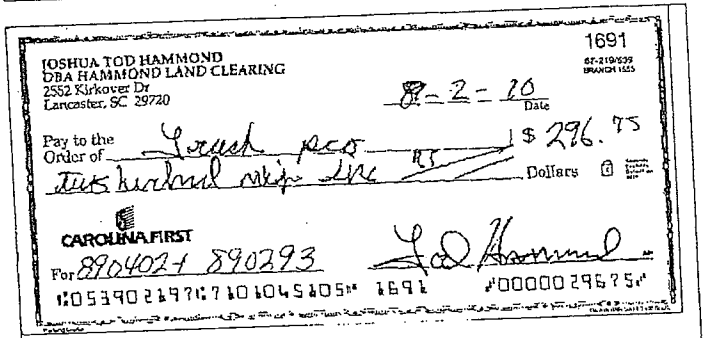
two thousand three-hundred seventy-seven and 21 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 1690

Account: 7101045105
Amount: 2,377.21
PostDate: 20100909
Tran_ID: 0
CheckNum: 1690
DIN: 123754366
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1691

8-2-10 Date

Pay to the Order of Lynch PCO $ 296.75

Two hundred ninety six and 75 Dollars

CAROLINA FIRST

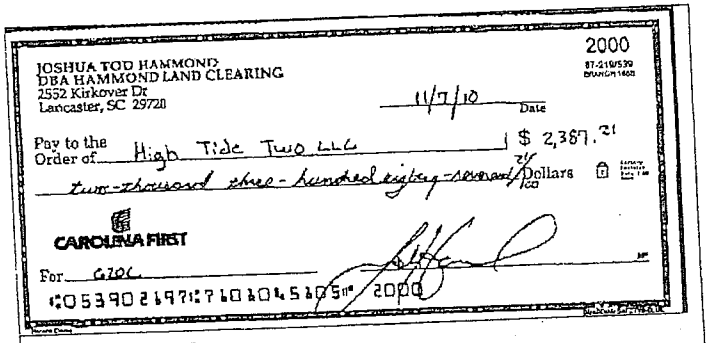
For 890402 + 890293

⑆053902197⑆7101045105⑈ 1691 ⑈000029675⑈

Account: 7101045105
Amount: 296.75
PostDate: 20100907
Tran_ID: 0
CheckNum: 1691
DIN: 123280968
ReturnReasonCode:
ReturnReasonDescription:

High Tide Two ck#2000=$2387.21
re: 620C

CK#S: 2000, 2002, 2003 & 2004


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2000

11/7/10 Date

Pay to the Order of High Tide Two LLC $ 2,387.21

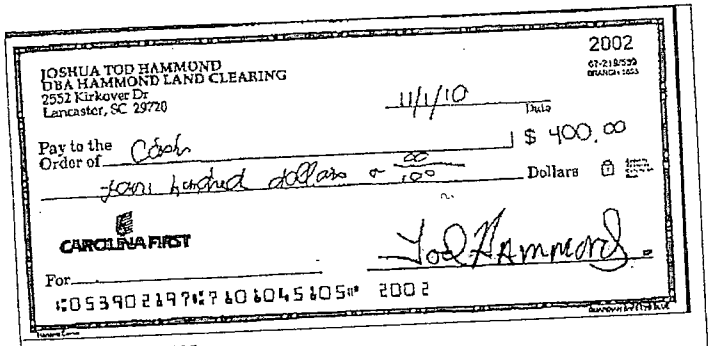
two-thousand three-hundred eighty-seven 21/100 Dollars

CAROLINA FIRST

For 620C

⑆053902197⑆7101045105⑈ 2000

Account: 7101045105
Amount: 2,387.21
PostDate: 20101115
Tran_ID: 0
CheckNum: 2000
DIN: 121731318
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2002

11/1/10 Date

Pay to the Order of Cash $ 400.00

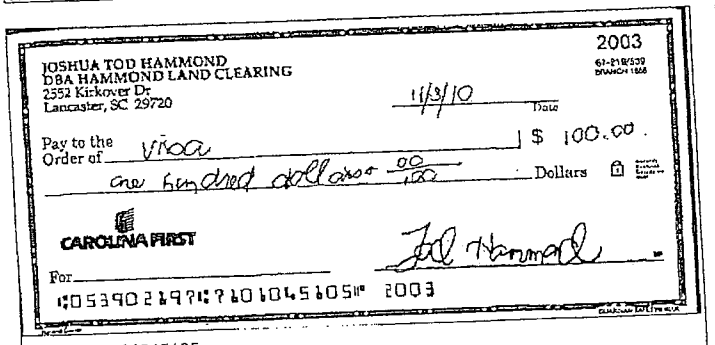
four hundred dollars & 00/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 2002

Account: 7101045105
Amount: 400.00
PostDate: 20101104
Tran_ID: 0
CheckNum: 2002
DIN: 120683510
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2003

11/3/10 Date

Pay to the Order of Visa $ 100.00

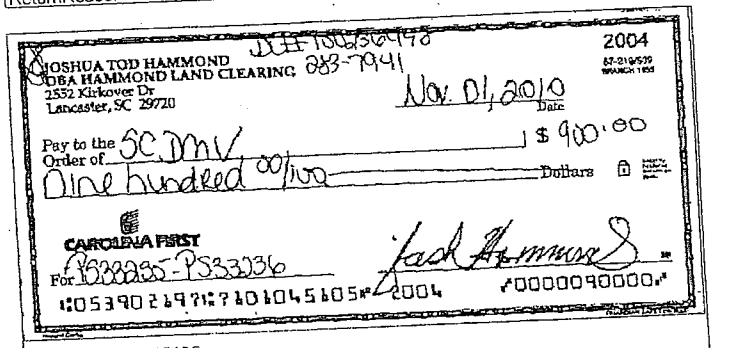
one hundred dollars 00/100 Dollars

CAROLINA FIRST

For

⑆053902197⑆7101045105⑈ 2003

Account: 7101045105
Amount: 100.00
PostDate: 20101104
Tran_ID: 0
CheckNum: 2003
DIN: 120683512
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2004

Nov. 01, 2010 Date

Pay to the Order of SC DMV $ 900.00

Nine hundred 00/100 Dollars

CAROLINA FIRST

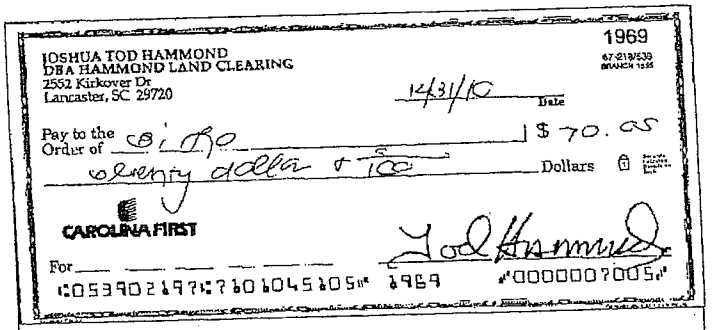
For PS33335-PS33336

⑆053902197⑆7101045105⑈ 2004 ⑈000090000⑈

Account: 7101045105
Amount: 900.00
PostDate: 20101103
Tran_ID: 0
CheckNum: 2004
DIN: 120663544
ReturnReasonCode:
ReturnReasonDescription:

JH000087

326


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1969

12/31/10 Date

Pay to the Order of CB; DO $ 70.05

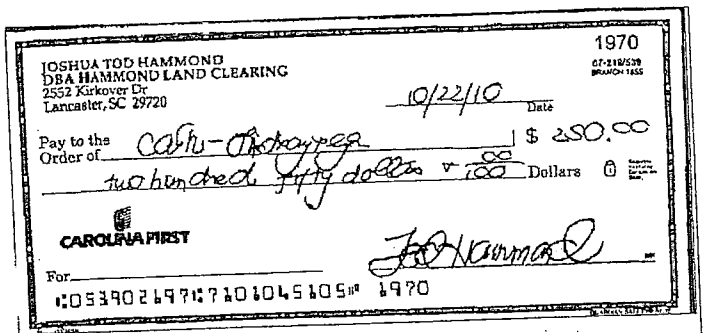
seventy dollar & 05 Dollars

CAROLINA FIRST

For Tod Hammond

⑆053902197⑆7101045105⑈ 1969 ⑈000007005⑈

Account: 7101045105
Amount: 70.05
PostDate: 20110105
Tran_ID: 0
CheckNum: 1969
DIN: 127058182
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1970

10/22/10 Date

Pay to the Order of Cash-Taxpayer $ 250.00

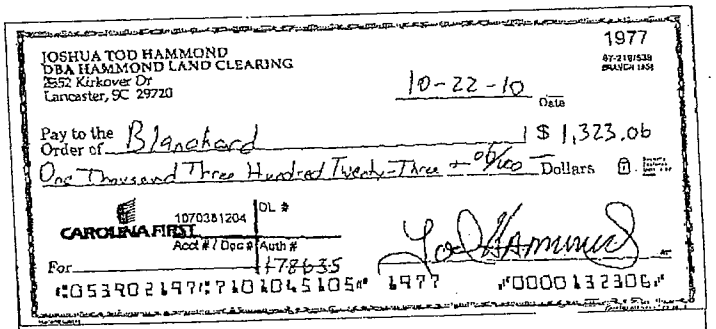
two hundred fifty dollars & 00 Dollars

CAROLINA FIRST

For Tod Hammond

⑆053902197⑆7101045105⑈ 1970

Account: 7101045105
Amount: 250.00
PostDate: 20101025
Tran_ID: 0
CheckNum: 1970
DIN: 128611994
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1977

10-22-10 Date

Pay to the Order of Blanchard $ 1,323.06

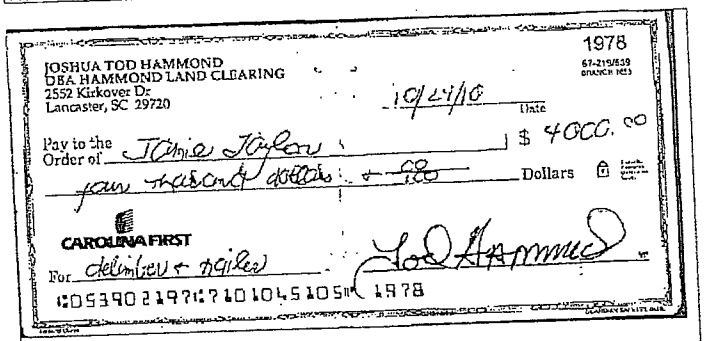
One Thousand Three Hundred Twenty-Three & 06/100 Dollars

CAROLINA FIRST 1070381204 DL #
Acct # / Doc # Auth #
178635

For Tod Hammond

⑆053902197⑆7101045105⑈ 1977 ⑈000013230⑈

Account: 7101045105
Amount: 1,323.06
PostDate: 20101027
Tran_ID: 0
CheckNum: 1977
DIN: 128873014
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1978

10/21/10 Date

Pay to the Order of Tobie Taylor $ 4000.00

four thousand dollars & 00 Dollars

CAROLINA FIRST

For deliveries & trailer Tod Hammond

⑆053902197⑆7101045105⑈ 1978

Account: 7101045105
Amount: 4,000.00
PostDate: 20101025
Tran_ID: 0
CheckNum: 1978
DIN: 327256270
ReturnReasonCode:
ReturnReasonDescription:

JH000141

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LANCASTER) SIXTH JUDICIAL CIRCUIT

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

AFFIDAVIT OF TIMOTHY GRIGGS

Civil Action No.: 2014-CP-29-00442

FILED
OFFICE OF CLERK
OF COURT
2015 SEP -3 AM 11:50
CLERK OF COURT
LANCASTER, SC

Personally appeared before me, Timothy Griggs, who being duly sworn, states, in opposition to the Plaintiff's Motion for Summary Judgment, states as follows:

I own and operate Griggs Forestry out of Patrick, South Carolina. I have contracted Hammond Land Clearing in the past for jobs and continue business with them to this day. The only Hammond Land Clearing I have had dealings with is owned by Richard Tod Hammond. I know Josh Hammond as Richard Tod Hammond's son and that he was previously an employee of Hammond Land Clearing owned by Richard Tod Hammond. A Tax ID# 57-0921763, was provided by Tod Hammond of which is what I used in our 1099's.

I SOLEMNLY AFFIRM OR SWEAR that the contents of this affidavit are known to me and are true and correct, so help me God.

September 3, 2015

Timothy Griggs

Lancaster, South Carolina

Subscribed and sworn to me by Timothy Griggs this 3rd day of September, 2015.

Lisa B. Causey
NOTARY PUBLIC for SC
My commission expires: 1/12/2022

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Griggs Forestry Services LLC 17741 Hwy 102 Patrick, SC 29584 843-498-9190	$	2012	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number 51-0653257	RECIPIENT'S identification number 570921763	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name, address, city, and ZIP code Todd Hammond and/or Hammond Land Clearing 2552 Kirkover Dr. Lancaster SC 29720	7 Nonemployee compensation $ 119113.71	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (see instructions)	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Griggs Forestry Services, LLC 17741 Highway 102 Patrick, SC 29584 843-498-9190	$	2013	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number: 51-0653250	RECIPIENT'S identification number: 57-0921763	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name, street address, city or town, province or state, country, and ZIP or foreign postal code Todd Hammond and/or Hammond Land Clearing 2552 Kirkover Dr. Lancaster, SC 29720		7 Nonemployee compensation 85790.52 $	8 Substitute payments in lieu of dividends or interest $
		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ► ☐	10 Crop insurance proceeds $
		11 Foreign tax paid $	12 Foreign country or U.S. possession
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $ $	17 State/Payer's state no.	18 State income $ $

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form 1099-MISC LMB (keep for your records) 5111 www.irs.gov/form1099misc Department of the Treasury - Internal Revenue Service

FILED
OFFICE OF CLERK
OF COURT
2015 AUG 18 PM 2:12
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

Josh Hammond,

Plaintiff,

v.

Richard Tod Hammond,

Defendant / Third Party Plaintiff,

v.

Titan Logging, LLC,

Third-Party Defendant.

AFFIDAVIT OF DANNY MCKITTRICK

Civil Action No.: 2014-CP-29-00442

FILED
OFFICE OF CLERK
OF COURT
2015 SEP -3 AM 11:50
CLERK OF COURT
LANCASTER, SC

Personally appeared before me, Danny McKittrick, who being duly sworn, states, in opposition to the Plaintiff's Motion for Summary Judgment, states as follows:

I own and operate McKittrick Timber, LLC out of Heath Springs, South Carolina. I have contracted Hammond Land Clearing in the past for jobs and continue business with them to this day. The only Hammond Land Clearing I have had dealings with is owned by Richard Tod Hammond. I know Josh Hammond as Richard Tod Hammond's son and that he was previously an employee of Hammond Land Clearing owned by Richard Tod Hammond. A Tax ID# 57-0921763, was provided by Tod Hammond of which is what I used in our 1099's.

I SOLEMNLY AFFIRM OR SWEAR that the contents of this affidavit are known to me and are true and correct, so help me God.

September 2, 2015

Danny McKittrick

Lancaster, South Carolina

Subscribed and sworn to me by Danny McKittrick this 2nd day of September, 2015.

Lee B. Gurney
NOTARY PUBLIC for SC
My commission expires: 1-12-2022

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
McKittrick Timber LLC 3893 Hoke Rd. Heath Springs, SC 29058 803.283.4333	$	2012	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number 45-4115362	RECIPIENT'S identification number 248-17-3212	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Tod Hammond 2552 Kirkover Drive Lancaster SC 29720		7 Nonemployee compensation $ 3242.38	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
		11	12	
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals $	15b Section 409A income $	16 State tax withheld $	17 State/Payer's state no.	18 State income $

Form 1099-MISC (keep for your records) Department of the Treasury - Internal Revenue Service

☐ CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
McKittrick Timber LLC 3893 Hoke Rd. Heath Springs, SC 29058 803.283.4333	$	2012	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S federal identification number 45-4115362	RECIPIENT'S identification number 57-0921763	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code Hammond Land Clearing 2552 Kirkover Drive Lancaster SC 29720		7 Nonemployee compensation $ 127599.28	8 Substitute payments in lieu of dividends or interest $	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
		11	12	
Account number (see instructions)		13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15a Section 409A deferrals	15b Section 409A income	16 State tax withheld $	17 State/Payer's state no.	18 State income $

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LANCASTER) SIXTH JUDICIAL CIRCUIT
)
Josh Hammond,)
)
Plaintiff,) **MEMORANDUM IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**
)
v.) **CERTIFICATE OF SERVICE**
)
Richard Tod Hammond,)
)
Defendant / Third Party Plaintiff,) **Civil Action No.: 2014-CP-29-00442**
)
v.)
)
Titan Logging, LLC,)
)
Third-Party Defendant.)

The undersigned hereby certifies that she is secretary for Francis L. Bell, Jr. Attorney for the Defendant Richard Tod Hammond, and does hereby certify that service of the Memorandum In Opposition of Plaintiff's Motion for Summary Judgment , with supporting documents in the above captioned action was served upon counsel via email as below listed:

Ryan P. Compton
Goldfinch Winslow, LLC
Email: ryan@goldfinchwinslow.com

Stephen L. Goldfinch, Jr.
Goldfinch Winslow, LLC
Email: stephen@goldfinchwinslow.com

This 3rd day of September, 2015

FILED
OFFICE OF CLERK
OF COURT
2015 SEP -3 PM 12:50
CLERK OF COURT
LANCASTER, SC

Jill B. Gainey
Secretary for Attorney Francis L. Bell, Jr.
Francis Bell Law Firm, LLC
PO Box 867
Lancaster, SC 29721
803-283-8476 Telephone
803-286-4864 Fax

STATE OF SOUTH CAROLINA COUNTY OF LANCASTER	IN THE COURT OF COMMON PLEAS SIXTH JUDICIAL CIRCUIT
Josh Hammond, *Plaintiff,* v. Richard Tod Hammond, *Defendant / Third-Party Plaintiff,* v. Titan Logging, LLC, *Third-Party Defendant.*	C/A No.: 2014-CP-29-00442 **AFFIDAVIT OF JOSH HAMMOND**

PERSONALLY APPEARED BEFORE ME, Josh T. Hammond, having first been duly sworn, upon penalty of perjury, depose and says:

1. I am 27 years old and am of sound mind to give this Affidavit.

2. I have personal knowledge of and am competent to swear to the facts and content of this Affidavit.

3. I give this Affidavit with the knowledge and understanding that it is given under oath and that it will be submitted to the Court in connection with the above-referenced matter.

4. I have worked in the timber cutting and land clearing industry since 2006.

5. On June 11, 2009, I personally signed a Contract of Sale to purchase from Tidewater Equipment Company a 2004 Tigercat 720D timber cutter, bearing serial number 7203890, for $70,000.00. A true and accurate copy of the Contract of Sale is attached to this affidavit as **Exhibit 3.**

6. In order to purchase the Tigercat 720D, I personally obtained a loan in the amount of $50,000.00 from First Citizens Bank and Trust Company, Inc. by entering into a promissory note in my own name, Josh T Hammond, on June 11,

2009. A true and accurate copy of my promissory note is attached to this affidavit as **Exhibit 4**.

7. I sought this June 11, 2009 loan for the specific purpose of personally purchasing the 2004 Tigercat 720D timber cutter equipment.

8. I received the $50,000.00 loan disbursement from First Citizens Bank on June 11, 2009 in a Cashier Check No. 4332510, which I had paid to the order of Tidewater Equipment Company. A true and accurate copy of this cashier check is attached to this affidavit as **Exhibit 5**.

9. I also paid to Tidewater Equipment the remaining $20,000.00 of the Tigercat 720D purchase price by personally writing and signing three checks on June 11, 2009, each in the amount of $6,666.67. These three checks were consecutively numbered as Check 1777, Check 1778, and Check 1779. A true and accurate copy of Check 1777, Check 1778, and Check 1779 are attached to this affidavit as **Exhibit 6**.

10. I personally drafted Check 1777, Check 1778, and Check 1779 from my own BB&T checking account, ending in 1633, payable to Tidewater Equipment. I, alone, personally opened this checking account, ending in 1633, at BB&T in January 2009 by personally signing an account agreement. A true and accurate copy of the BB&T account agreement I signed is attached to this affidavit as **Exhibit 7**.

11. On December 6, 2011, I personally signed on Offer to Purchase from Tidewater Equipment Company a 2004 Tigercat 724D timber cutter, bearing serial number 7240651, for $65,000.00. A true and accurate copy of the Offer to Purchase that I signed is attached to this affidavit as **Exhibit 8**.

12. In order to purchase the Tigercat 724D, I again personally obtained a loan in the amount of $50,000.00 from First Citizens Bank and Trust Company, Inc. by entering into a promissory note in my own name, Josh T Hammond, on January 12, 2012. A true and accurate copy of my promissory note is attached to this affidavit as **Exhibit 9**.

13. I sought this January 12, 2012 loan for the specific purpose of personally purchasing the 2004 Tigercat 724D timber cutter equipment.

14. I received the $50,000.00 loan disbursement from First Citizens Bank on January 12, 2012 in a Cashier Check No. 4752039, which I had paid to the order of Josh Hammond. Upon receiving Cashier Check No. 4752039, I personally endorsed the check and transferred it to Tidewater Equipment as the initial $50,000.00 payment toward the Tigercat 724D purchase price. A true and accurate copy of this cashier check is attached to this affidavit as **Exhibit 10**.

15. I also paid to Tidewater Equipment the remaining $15,000.00 of the Tigercat 724D purchase price by personally writing and signing two checks, each in the amount of $7,500.00. These two checks were consecutively numbered as Check 2596 and Check 2597. A true and accurate copy of Check 2596 and Check 2597 are attached to this affidavit as **Exhibit 11**.

16. I personally drafted Check 2596 and 2597 from my own TD Bank checking account, ending in 5105, payable to Tidewater Equipment. I, alone, personally opened this checking account ending in 5105 at TD Bank's predecessor, Carolina First Bank, on October 16, 2009 by personally signing an account agreement. A true and accurate copy of the Carolina First Bank account agreement I signed is attached to this affidavit as **Exhibit 12**.

17. On June 18, 2010, I personally signed a Contract of Sale, as purchaser, to purchase from Tidewater Equipment Company a 2004 Tigercat 620C skidder, bearing serial number 6200569, for $70,000.00. A true and accurate copy of the Contract of Sale that I signed is attached to this affidavit as **Exhibit 13**.

18. In order to purchase the Tigercat 620C, I again personally obtained a loan in the amount of $50,500.00 from High Tide Two, LLC by entering into a promissory note in my own name, Joshua Hammond, on April 30, 2010. A true and accurate copy of my promissory note is attached to this affidavit as **Exhibit 14**.

19. I sought this loan for the specific purpose of personally purchasing the 2004 Tigercat 620C skidder equipment.

20. I also paid to Tidewater Equipment the remaining amount of the Tigercat 620C purchase price by personally writing and signing checks, in the amount of $15,000.00 and $10,000.00. These checks were numbered as Check 1266 and Check 1366. Later, through a series of numerous checks drawn from my same checking account to High Tide Two, my April 30, 2010 promissory note was satisfied. A true and accurate copy of these checks all paid from my Carolina First checking account, ending in 5105, are attached to this affidavit as **Exhibit 15.**

21. I personally drafted Check 1266 and 1366 from my own Carolina First checking account, ending in 5105, payable to Tidewater Equipment. As testified to above, I, alone, personally opened this checking account ending in 5105 at Carolina First Bank, on October 16, 2009 by personally signing an account agreement. A true and accurate copy of the Carolina First Bank account agreement I signed is attached to this affidavit as **Exhibit 12.**

22. As the sole proprietor and owner of the Carolina First checking account ending in 5105, which I alone opened on October 16, 2009, I later signed a resolution of authority document on June 11, 2010 permitting Richard Tod Hammond only the expressly limited authority of signing my checks and using my debit cards associated with my account ending in 5105.

23. With regard to the Carolina First Account ending in 5105, I alone owned the funds in that account and never co-mingled funds with anyone else, including Richard Tod Hammond.

FURTHER AFFIANT SAYETH NOT.

This 4th day of September, 2015.

Josh Hammond

Sworn to and subscribed before me this
4th day of September, 2015.

Notary Public for South Carolina
My commission expires: 10/9/2023

Cutter 720D

EXHIBIT 3

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

CONTRACT OF SALE

SOLD TO Josh Hammond Land Clearing
2552 Kirkover Drive
Lancaster, SC 29720
COUNTY Lancaster PHONE 803-287-4314

SELLING BRANCH Pelkton, NC
704-272-7685
DATE June 11, 2009
Salesman Mike McLendon 910 610 7039
Payment method First Citizens / Customer Ck
Delivery date
Insurance

SSN Birthdate

QUANTITY	DESCRIPTION	TOTAL
1	2004 Tigercat 720D S/N 720389	$70,000.00
	Cummins Tier II 174 HP engine	
	Tigercat 5500 Saw Head	
	24.5 L A 32 Tires	
	Ck # 4332510 First Citizens	$50,000.00
	Deposit July 10 Customer Ck # 1777	$6,666.67
	Aug. 10 " " # 1778	$6,666.67
	Sept. 11 " " # 1779	$6,666.67
	Balance as of Sept 11, 2009	$0
	Sold "As Is"	

By executing this Equipment Order Form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

Witness Mike McLendon

PURCHASER Hammond Land Clearing
By: Josh Hammond
Printed name Josh Hammond
Date 6/11/09

EXHIBIT
4

First Citizens

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,534.57	06-11-2009	06-01-2014	325105353			RSS01	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
NANCY B HINSON
P O BOX 651
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

Principal Amount: $50,534.57 **Interest Rate: 6.990%** **Date of Note: June 11, 2009**

PROMISE TO PAY. I ("Borrower") jointly and severally promise to pay to FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand Five Hundred Thirty-four & 57/100 Dollars ($50,534.57), together with interest on the unpaid principal balance from June 11, 2009, at an interest rate of 6.990% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 59 regular payments of $585.50 each and one irregular last payment estimated at $30,157.13. My first payment is due July 1, 2009, and all subsequent payments are due on the same day of each month after that. My final payment will be due on June 1, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to the account as billed if I receive a periodic billing invoice or in the order of late charges, insurance charges, interest, principal and other charges for loans that have a payment coupon. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. If I pay off this Note early, I may be entitled to receive a refund of a portion of the prepaid fees or charges as provided in the South Carolina Consumer Protection Code. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens , Loan Operations MC B84033, PO Box 28 Columbia, SC 29202.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.60 or greater than $16.50. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

INTEREST AFTER DEFAULT. If Lender declares my entire loan immediately due after a default, or upon final maturity, then the total sum due under this Note will accrue interest from the date of acceleration or maturity at the interest rate under this Note until paid in full.

DEFAULT. I will be in default if any of the following happens: (A) **Payment Default.** I fail to make a payment as required by this Note. (B) **Other Defaults.** The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

LENDER'S RIGHTS. If I am in default, Lender may, in addition to any other rights Lender has and subject to any cure and notice provisions of the South Carolina Consumer Protection Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay an attorney to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, however not to exceed fifteen percent (15%) of the unpaid debt after default.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: certificates of deposit described in an Assignment of Deposit Account dated June 11, 2009.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

CREDITING OF PAYMENTS. Payments received by a teller in one of our branches on a business day before the close of business at that branch (generally 5:00 p.m.; 6:00 p.m. on Fridays at certain branches) will be considered received that day. Payments received after the close of business at that branch or anytime on a non-business day will be considered received on the next business day we are open. Please note that because we balance ATMs anytime between the hours of 12:00 noon and 2:00 p.m., a payment made through an ATM may be dated and credited one business day later than if the payment had been made in the lobby or at a drive-in-window. If a payment is made through On-Line-Banking or Telephone Banking before 4:00 p.m. on a business day, we will consider that day to be the day of the payment. If a payment is to be mailed to a specific address furnished by the Bank, the payment will be considered received and credited to the account on the same business day received. If the payment is not mailed to the address furnished by the Bank, crediting of the payment may be delayed. Every day is a business day, except Saturdays, Sundays, and federal holidays. Some methods of payment may not be available on all products. You should check with a Bank representative if you have questions concerning available payment methods.

If you make any payments on this Agreement by check, draft or other item that is dishonored for any reason, You agree to pay the Bank's reasonable check charge as allowed by law. This charge will be in addition to any NSF or similar charge, which may be assessed against the account itself by the paying bank.

REFINANCE OF FINAL PAYMENT. The remaining unpaid balance on the scheduled maturity date of this Note may be refinanced when due based on the following formula:

Lender's terms will be based on age and type of collateral and the interest rate will not exceed 5 points above The Wall Street Journal Prime Rate for the first Bank business day of the month in which the maturity date of the note occurs. The minimum interest rate to be charged for the refinancing will be the Annual Percentage Rate in the original note. Any change in the terms and/or interest rate will result in a corresponding change in the amount of the payment as disclosed at the time of refinancing. This refinancing must comply with all federal, state and local requirements.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE AND THE ATTACHED NOTICE TO COSIGNER. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

X _____ (Seal)
NANCY B HINSON

[illegible]

IMPORTANT INFORMATION ABOUT PRIVACY

Borrower:	JOSH T HAMMOND NANCY B HINSON P O BOX 651 LANCASTER, SC 29721	**Lender:**	FIRST CITIZENS BANK AND TRUST COMPANY, INC Lancaster Office 500 N Main St Lancaster, SC 29720
Grantor:	NANCY HINSON		

IMPORTANT INFORMATION ABOUT PRIVACY

We are pleased to to provide you with this notice of our consumer privacy policies and practices and of your rights. These privacy policies and practices apply to First Citizens Bancorporation, Inc. and to all of the companies within the First Citizens family of companies. In this document, these companies are referred to by such terms as "us", "we", "our affiliates" or "our organization". Customers of the following affiliated companies are receiving this notice:

First Citizens Bank and Trust Company, Inc.
First Citizens Securities Corporation
First Citizens Capital Management, Inc.
The Exchange Bank of South Carolina, Inc.
Merchants and Farmers Bank of Comer, Georgia
FCB/SC Capital Trust I
FCB/SC Capital Trust II
First Citizens Housing Development, LLC
First Citizens CDE, LLC
Congaree 1, LLC
Daniel Island HPR, LLC
Wateree Enterprises, Inc.
Wateree Life Insurance Company
Wateree Agency, Inc.

OUR COMMITMENT TO OUR CUSTOMERS

We Value Your Trust.
Trust is the foundation of our relationship with you. You have selected us to provide financial products and services because you trust us to act with integrity, to administer your accounts accurately, to handle information about you responsibly and to preserve the confidentiality of your financial affairs. We strive every day to earn your trust and confidence.

We recognize and respect your privacy expectations and are committed to protecting your privacy rights. At the outset, we want to assure you that:

- We do not sell our customer mailing lists or other customer information to outside marketing firms.
- We do not disclose medical information except as necessary to process insurance applications and claims or as otherwise required or permitted by law.
- We will continue to protect your privacy rights even after you close your accounts or become an inactive customer.

About This Notice.

This notice describes our consumer privacy policies and practices and also certain rights you have under federal law. It summarizes what information we collect, how we use it, with whom we share it and what we do to protect it. These policies and practices are intended to protect the confidentiality of your information if you obtained financial products or services from us primarily for personal, family or household purposes. They apply with equal force to both current and former customers. When we use the term "information" in this notice, we mean information that is personal to you and not otherwise publicly available. The policies and practices described in this notice do not apply to or protect information about you that is publicly available, information about business entities, or information about individuals who obtain financial products or services for business, commercial or agricultural purposes.

We Collect and Use Information Responsibly.

We limit the information we collect about you to information we need to administer our business and provide you with high quality financial products and services. We use information about you to administer your accounts, process your transactions, serve your financial needs, determine your eligibility for other products and services we offer and provide you with information about products, services and other opportunities that may interest you. The types of information we collect and may share with our banking, insurance and securities affiliates for marketing purposes, unless you tell us not to, include:

- Information about your experiences and transactions with us, with our affiliates or with others. For example, this information may include your account balance, payment history, or credit card usage.
- Information you provide us on applications, personal financial statements or in other oral, written or electronic communications. For example, this information may include your name, address, Social Security number, employer, assets and income. However, the only information we collect about you through our websites is information you voluntarily provide.
- Information we receive from consumer reporting agencies (credit bureaus). For example, this information may include your credit history and other information about your creditworthiness.
- Information we obtain from market research organizations to learn more about you and your financial needs. For example, this information may include demographic information about the neighborhood in which you live.

Note: Medical information obtained as part of an application for insurance is shared only with those within our organization who require access to process the application. Additional standards of confidentiality protect information related to trust and fiduciary services.

We Limit Employee Access to Your Confidential Information.

All employees are governed by a Code of Conduct that includes the responsibility to protect the confidentiality of our customers' financial information and other personal information. Employees are bound by this Privacy Policy and are also educated on implementing our organization's security policies and practices. Only employees actively engaged in their assigned duties are permitted access to or use of customer information.

We Share Information Within Our Organization to Serve You Better.

Opportunities arise when we can serve you more efficiently and make it easier for you to do business with us by sharing information about you within our organization. For example, if you have an account with one of our affiliates and want to open an account with another, you may not have to furnish application information twice.

As permitted by federal law, we routinely share within our organization information needed to identify and contact you as well as information about your transactions and experiences with us. In addition, unless you tell us not to, we may share other information (which we call "non-experience information") about you within our organization, including sharing with our banking, insurance and securities affiliates for marketing purposes, including:

- Information we obtain from your applications, personal financial statements or other forms, such as your income or marital status;
- Information we obtain from a consumer report or a credit bureau, such as your credit history;
- Information we obtain to verify your representations to us, such as open lines of credit you may have with others; and
- Information we obtain from others regarding employment, credit or other relationships you may have with them, such as your employment history.

Companies in our organization who may receive this information are financial service providers, such as our banking, insurance and securities affiliates.

How to Tell Us Not to Share Non-Experience Information.

If you ask us not to share non-experience information within our corporate family, you may miss out on financial products and services of interest to you. However, if you prefer that we refrain from sharing non-experience information, you may direct not to by calling us at

(888)612-4444. When two or more customers jointly obtain a financial product or service from us, we will treat a request not to share non-experience information made by one of the joint customers as applying to all of the joint customers. We will process your request as quickly as we can.

Your Choice to Limit Marketing (Marketing Opt-Out) and How Not to Share Non-Experience Information with Affiliates for Marketing Purposes.

Our First Citizens Bancorporation family of companies: First Citizens Bank and Trust Company, Inc.; First Citizens Securities Corporation; First Citizens Capital Management, Inc.; The Exchange Bank of South Carolina, Inc.; Merchants and Farmers Bank of Comer, Georgia; Wateree Enterprises, Inc.; Wateree Life Insurance Company and Wateree Agency, Inc. are providing this notice. Federal law gives you the right to limit some but not all marketing from the companies listed above.

Federal law also requires us to give you this notice to tell you about your choice to limit marketing from First Citizens Bank and Trust Company, Inc.; First Citizens Securities Corporation; First Citizens Capital Management, Inc.; The Exchange Bank of South Carolina, Inc.; Merchants and Farmers Bank of Comer, Georgia; Wateree Enterprises, Inc.; Wateree Life Insurance Company and Wateree Agency, Inc. companies.

You may limit First Citizens Bank and Trust Company, Inc.; First Citizens Securities Corporation; First Citizens Capital Management, Inc.; The Exchange Bank of South Carolina, Inc.; Merchants and Farmers Bank of Comer, Georgia; Wateree Enterprises, Inc.; Wateree Life Insurance Company and Wateree Agency, Inc. companies, such as our banking, insurance and securities affiliates, from marketing their products or services based on your personal information that we receive from any of our other banking, insurance and securities affiliated companies. This information includes, but is not limited to, application information such as your income, assets and liabilities, personal financial statement information, consumer report information such as your credit history, information from others such as open lines of credit, employment history and information from your transactions with us.

Your choice to limit marketing offers from these affiliate companies will apply until you tell us to change your choice. We will treat a request not to share information made by one of the joint customers on an account as applying to all of the joint customers. We will process your request as quickly as we can. To opt-out of sharing non-experience information with our banking, insurance and securities affiliates and to limit marketing offers, call us at (888)612-4444.

We Disclose Information to Nonaffiliated Third Parties Only as Permitted by Law.

We do not disclose information about you to anyone outside our organization without your consent except as permitted by law. For example:

- We disclose information necessary or appropriate to process your transactions and to maintain and service your accounts with us.
- We disclose information about your experiences with us to credit bureaus in accordance with well-established banking practices and the federal Fair Credit Reporting Act.
- We may disclose information necessary to protect against fraud or loss.
- We may disclose information in response to a subpoena or court order.

We routinely use outside companies to assist us in administering your accounts and in the day-to-day conduct of our business. For example, other companies perform specialized support services for us or on our behalf when they print checks for you, help us process your transactions and service your accounts, and assist us in our marketing efforts.

Sometimes we enter into joint marketing agreements with other financial institutions to offer you products or services we do not currently offer. We may disclose any of the information we collect as described above to companies that perform services (including marketing services) for us or on our behalf and to other financial institutions with which we have joint marketing agreements. However, when we do so:

*We choose our business partners carefully and deal only with reputable companies;
*We limit the information we share to the information the company needs to do the job; and
*The company is required by law or contract to preserve the confidentiality of your information and to restrict its use to the purposes intended. The company cannot use your information for its own purposes.

We also provide your information to others when you give us permission to do so. For example, if you fill out a card we sent you requesting more information about an insurance product offered by a non-affiliated company we told you about, we would forward your request including your name and address to that company. Of course, if you change your mind you can always "opt-out" of that disclosure by calling us at (888)612-4444. If you did that, we would not share that information.

Other Privacy Protections.

You may have additional privacy rights in the future under the laws of South Carolina or the state in which you reside, and we may be required to send you additional notices or disclosures. We will comply with all applicable state and federal laws that protect the privacy of your information.

Opt Out Information

Your Right to Opt Out of Information Sharing. If you prefer that we not disclose information not solely related to transactions or experiences with you to our affiliated companies, you may opt out of those disclosures, that is you may direct us not to make those disclosures (other than disclosures permitted by law).

We will treat an opt out direction by any joint account holder as applying to all parties on the account.

You may notify us of your intent to opt out of affiliate sharing by using the following method.

How to Opt Out of Information Sharing. To opt out of sharing information with our affiliated companies, you may call us at the following number: (888) 612-4444

If we do not receive notice of your intent to opt out of information sharing with our affiliated companies within 10 days of delivery of this notice to you, we are authorized to disclose information about you to our affiliated companies in accordance with our privacy policies and practices.

A Final Comment.

We are confident our consumer privacy policies and practices warrant your trust and confidence. If you have any questions, please contact us at (888) 612-4444 or you may visit one of our offices. Thank you for doing business with us.

Consumer tips for protecting personal information.

- Never give out your Social Security number or personal credit information over the telephone unless you initiate the call.
- Tear up or shred receipts, bank statements and unused credit card offers before discarding them.
- Watch your mail. If you are missing a statement, a check or a bill, someone may have changed your address. Call the source to find out why the item is missing. Also, don't mail sensitive information from your home mailbox where it can be taken.. Drop it in a post box or at the Post Office instead.
- Review your credit report annually and correct any mistakes.
- Know the reputation of companies you deal with, especially over the Internet.
- Make sure you use secure sites on the Internet. Your browser should display a key or a padlock to indicate secure sites.
- Don't open suspicious e-mails.
- Protect your Personal Information Numbers (PINs) and passwords. Change your passwords often, using a combination of letters and numbers.
- Report any suspected fraud immediately.

LASER PRO Lending, Ver. 5.41.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2008. All Rights Reserved. - SC F:\APLCFILPL\FINPRIVSC.FC TR-51134 PR-28

First Citizens

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,534.57	06-11-2009	06-01-2014	325105353			RSS01	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
NANCY B HINSON
P O BOX 651
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
7.039%	$14,242.06	$50,459.57	$64,701.63

PAYMENT SCHEDULE. My payment schedule will be 59 monthly payments of $685.50 each, beginning July 1, 2009; and one payment of $30,157.13 on June 1, 2014.

SECURITY. A security interest is being given in A CERTIFICATE OF DEPOSIT. In addition, collateral securing other loans with Lender may also secure this loan.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.60 or greater than $16.50. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

PREPAYMENT. If I pay off early, I may be entitled to a refund of part of the prepaid finance charges, and I will not have to pay a penalty.

REQUIRED DEPOSIT. The Annual Percentage Rate does not take into account my required deposit.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on June 11, 2009, prior to signing the Note.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

Amount Financed Itemization

Amount paid to me directly: $50,000.00 Lender's Check # 4332510		$50,000.00
Amount paid to others on my behalf: $459.57 for Credit Insurance		$459.57
Total Financed Prepaid Finance Charges:		$75.00
Note Principal:		$50,534.57
Prepaid Finance Charges:		$75.00
Financed: $75.00 Loan Processing Fee	$75.00	
Amount Financed:		$50,459.57

LASER PRO Lending, Ver. 5.41.00.104 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. - SC F:\LPL\CFI\LN\L810.FC TR-311435 PR-36

WATEREE LIFE INSURANCE COMPANY

1230 Main Street * Columbia, South Carolina 29201 1-877-312-8111
(hereinafter called the Company)

INDIVIDUAL CREDIT LIFE INSURANCE POLICY

325105353
Loan Account # / Insurance Policy Number

This Policy insures you. This insurance is subject to the terms, provisions, conditions, definitions, limitations and expections in this Policy. You are insured only if you have paid the premium and if you are an acceptable risk based on the information in the Application and Health Certificate.

SCHEDULE OF INSURANCE

INSURED DEBTOR	ADDRESS - STREET		DOB
JOSH T HAMMOND	P O BOX 651		05-30-1988
CITY	STATE	ZIP	SSN / AGE
LANCASTER	SC	29721	[redacted] / 21

SECOND BENEFICIARY (IF ANY)

INITIAL AMOUNT OF INSURANCE	DATE OF ISSUE MO. DAY YR.	TERM PERIOD MONTH	TOTAL PREMIUM
$ 50,534.57	06 11 2009	59.7	$ 459.57

FIRST BENEFICIARY (CREDITOR)
FIRST CITIZENS BANK AND TRUST COMPANY, INC
500 N Main St
Lancaster, SC 29720

POLICY AMOUNT
DECREASING $ 20,790.97
LEVEL $ 29,743.60

PREMIUM
DECREASING $ 145.76
LEVEL $ 313.81

COVERAGES
SINGLE LIFE
[x] MONTHLY DECREASING
[ ] QUARTERLY DECREASING
[ ] ANNUAL DECREASING
[x] LEVEL TERM

INSURED OCCUPATION

HEIGHT AND WEIGHT
FT & IN. / LBS

APPLICATION AND HEALTH CERTIFICATE - TO BE ANSWERED COMPLETELY BY DEBTOR

1. Have you been medically treated or diagnosed in the past five years for any of the following:

a) Heart attack or chest pain?	☐YES	☐NO	l) Any disease of:		
b) Arteriosclerosis?	☐YES	☐NO	Heart?	☐YES	☐NO
c) High Blood pressure or blood disorder?	☐YES	☐NO	Lungs?	☐YES	☐NO
d) Mental disorder or nervous?	☐YES	☐NO	Brain?	☐YES	☐NO
e) Ulcer?	☐YES	☐NO	Liver?	☐YES	☐NO
f) Cancer?	☐YES	☐NO	Stomach?	☐YES	☐NO
g) Tumor?	☐YES	☐NO	Intestines?	☐YES	☐NO
h) Diabetes?	☐YES	☐NO	Kidneys?	☐YES	☐NO
i) Paralysis?	☐YES	☐NO	m) Any other illness, or injury requiring surgery or hospital care in the past five years?	☐YES	☐NO
j) Back or spinal disorder?	☐YES	☐NO			
k) Acquired Immune Deficiency Syndrome or tested positive for HIV?	☐YES	☐NO			

2. Have you been declined, postponed, or modified in plan or rate for any life or health insurance? ☐ YES ☐ NO
If yes, please furnish details: _____

DATE	NATURE OF ILLNESS OR INJURY	DURATION	NAME AND ADDRESS OF DOCTOR OR HOSPITAL	NATURE AND RESULTS OF TREATMENT

AUTHORIZATION TO RELEASE MEDICAL HISTORY. I HEREBY AUTHORIZE ANY LICENSED PHYSICIAN, MEDICAL PRACTITIONER, HOSPITAL, CLINIC, OR OTHER ORGANIZATION, INSTITUTION, OR PERSON, THAT HAS ANY RECORDS OR KNOWLEDGE OF ME OR MY HEALTH, TO GIVE TO WATEREE LIFE INSURANCE COMPANY OR ITS REINSURER(S) ANY SUCH INFORMATION. A PHOTOGRAPHIC COPY OF THIS AUTHORIZATION SHALL BE VALID AS THE ORIGINAL.

IMPORTANT NOTICE TO DEBTOR: If the term of your loan exceeds the term of this insurance, you have purchased truncated coverage. The death benefit, if any, will only be payable if death occurs during the term of this insurance.

Signature of Proposed Insured _____ Agent/Witness _____

Dated _____ Approval # _____
(Required if Any question is answered yes)

If the insurance and loan terms are the same, as shown above, the insurance is for the length of the loan. You may choose top purchase insurance for a term shorter than your loan term. This will be reflected in the schedule by the fact that the insurance term is shorter than the loan term.

FOR SPECIFIC INFORMATION REGARDING YOUR CREDIT INSURANCE, CONTACT THE CREDITOR OR THE INSURANCE COMPANY. FOR GENERAL INFORMATION OR TO MAKE A COMPLAINT REGARDING YOUR CREDIT INSURANCE, PLEASE CONTACT THE SOUTH CAROLINA DEPARTMENT OF INSURANCE AT 1-800-768-3467.

YOU CAN CANCEL THIS POLICY WITHIN 30 DAYS OF ITS RECEIPT. YOU MUST SO NOTIFY US IN WRITING. THE POLICY WILL BE VOID FROM ITS BEGINNING. YOU WILL BE DUE A REFUND OR CREDIT TO YOUR ACCOUNT FOR THE PREMIUM YOU PAID OR WERE CHARGED.

GENERAL PROVISIONS

Wateree Life Insurance Company, herein we, us or our, agrees to provide life insurance to the Debtor named on the reverse, herein you or your, provided: (1) the desired coverage is indicated on reverse; (2) the permium for this coverage is paid and indicated on reverse; (3) the application is completed and signed by the Debtor and duly licensed agent; and (4) all questions are answered no; or if answered yes, an approval number is secured form our Home Office and entered on this policy.

ENTIRE CONTRACT - The information on the face of this policy; the policy provisions; the application; and any endorsements, together form the entire insurance agreement.

DEATH BENEFIT - Level Coverage: The initial amount of insurance will be paid. Reducing Coverage: The amount to be paid will be the scheduled net balance on your loan at the time of your death (less any unearned interest or finance charge). If the initial amount of insurance is less than the initial amount of the loan, the death benefit will be the same proportion of the scheduled net balance on your loan at the time of your death (less any unearned interest or finance charge) as the initial amount of the loan.

PAYMENT OF BENEFITS - Benefits will be paid to the Creditor to: (1) reduce; or (2) payoff your loan. Any excess life insurance benefit shall be paid by seperate check to: (1) the secord beneficiary named on the policy, if any, or (2) your estate. Proof of death, satisfactory to us, must be furnished before any death benefit will be paid.

FILING CLAIMS - If you die, your next of kin should give the Creditor a copy of your death certificate. The Creditor will send this to us with a claim form that shows the unpaid balance on your loan.

MAXIMUM AMOUNT AND TERM OF LIFE INSURANCE

LEVEL COVERAGE			REDUCING COVERAGE		
AGE*	AMOUNT	TERM	AGE*	AMOUNT	TERM
18-55	$150,000	10 YEARS	18-55	$150,000	10 YEARS
56-59	$100,000	10 YEARS	56-59	$150,000	**
60-65	$100,000	5 YEARS	60-65	$100,000	**

*Age on the effective date of policy. NOTE: Only real estate loans can be insured for terms in excess of 10 years.
**All policy terms are limited to a maximum of age 70.

CONTESTABLE PERIOD - We have the right to rely on your signed statement regarding your medical conditions or medical history as being true to your best knowledge and belief. If you answered falsely and a claim is: (1) caused by; or (2) the result of misrepresented condition or event, we may refuse to pay any benefit. If so, you will be due a refund or credit for any unearned premium. However, after this policy has been in effect for two years during your lifetime, we will: (1) continue the coverage; and (2) pay any benefits due, regardless of your error.

MISSTATEMENT OF AGE - If your age is misstated, we will pay no more than the amount of insurance that would have been in effect based on the amount of insurance you were eligible for at your correct age. You will be due a: (1) refund; or (2) credit for premium paid for any excess insurance.

SUICIDE - If you have single life coverage and commit suicide, whether sane or insane, within two years of the policy effective date, we will not pay a death benefit. Your estate will be due a: (1) refund; or (2) credit for any unearned premium.

REFUND METHODS - Level Life: Pro Rate. Reducing Life: Sum of the Digits/Rule of 78's. The minimum refund is $3.00.

DISCHARGE OF DEBT PRIOR TO MATURITY - If the loan this policy insures is: (1) renewed; or (2) refinanced before it matures, new insurance may be issued on the new loan. If so, the: (1) contestable period; and (2) suicide exclusion run from this policy's effective date for the amount and term that remains when you either: (a) renewed; or (b) refinanced your loan. You will be due a: (1) refund; or (2) credit for any unearned premium. If you do not qualify for new insurance, you may elect to leave this policy in force. To do so, you must sign an election form provided by the Creditor. Otherwise, you will be due a: (1) refund; or (2) credit for any unearned premium. If you pay off your loan, this policy will terminate on the date of the payoff. You will be due a: (1) refund; or (2) credit for any unearned premium. Please notify us if you have not received such refund or credit within 60 days.

CLERICAL ERROR - by the Creditor shall not: (1) void insurance that otherwise should be in forcel or (2) continue insurance that otherwise should not be in force.

CHANGES - Only our President and Treasurer may change; modify; or waive any provision of this policy; and then, only in writing. We will not be bound by any: (1) promise; or (2) statement made by any person, except as stated here.

LEGAL ACTION - NO action: (1) at law; or (2) in equity shall be brought to recover on this policy prior to expiration of 60 days after written proof of loss is given to us as required. No such action shall be brought later than six years after the time written proof of loss is required to be furnished.

PRESIDENT

Melissa A. Mendenall
TREASURER

First Citizens

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,534.57	06-11-2009	06-01-2014	326105363			RSS01	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
NANCY B HINSON
P O BOX 661
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

LOAN TYPE. This is a Fixed Rate (6.890%) Disclosable Loan to two individuals for $50,534.57 due on June 1, 2014.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☒ Personal, Family, or Household Purposes or Personal Investment.

☐ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE EQUIPMENT.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $50,534.57 as follows:

Amount paid to me directly: $50,000.00 Lender's Check # 4332510	$50,000.00
Amount paid to others on my behalf: $459.57 for Credit Insurance	$459.57
Total Financed Prepaid Finance Charges: $75.00 Loan Processing Fee	$75.00
Note Principal:	$50,534.57

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 11, 2009.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

X _____ (Seal)
NANCY B HINSON

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE, CREDIT DISABILITY INSURANCE AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

I desire Credit Life Insurance on JOSH T HAMMOND ($459.57 Premium).

Only the person(s) named above will be insured for Credit Life Insurance. By accepting any application for insurance, Lender is not agreeing to provide insurance. No insurance is provided unless a premium is paid and an insurance policy is issued.

I understand that the credit insurance for this loan may not cover the entire loan amount and/or the entire loan term.

Prior to signing this Credit Insurance Notice on June 11, 2009, I read and understood all of the provisions of this Disclosure, and I agree to pay all premiums for the insurance indicated above.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

X _____ (Seal)
NANCY B HINSON

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First Citizens

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,684.57	08-11-2005	08-01-2014	328108863			RB801	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: JOSH T HAWKINS
NANCY B HINSON
P O BOX 681
LANCASTER, SC 29721

Grantor: NANCY HINSON
1236 SUTTLE RD
LANCASTER SC 297209367

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
800 N Main St
Lancaster, SC 29720

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated June 15, 2006, is made and executed among NANCY HINSON ("Grantor"); JOSH T HAWKINS and NANCY B HINSON ("Borrower"); and FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit accounts described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) (Account(s)):

(a) Account Numbers 8881988488 with Lender which as approximate balance of $100,000.00

together with (b) all present and future rights to withdraw funds from the Account(s), (c) all additions to the Account(s), and (d) all replacements of and substitutions for any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's property, however owned if owned as more than one person or entity, in Lender's possession or in the possession of a bailee or agent acting for Lender or wherever located, now or hereafter existing, now or later and whether tangible or intangible in character, including without limitation all of the following:

(a) All property in which Lender acquires title or documents of title.

(b) All property assigned to Lender.

(c) All promissory notes, bills of exchange, short certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.

(d) All records relating to any of the property described in this Collateral section, whether in the form of writings, microfilm, microfiche, or electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now or hereafter existing, voluntary or involuntary, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, whether Borrower may be obligated as a guarantor, surety, or accommodation party to any of the Indebtedness or otherwise, whether recovery upon the Indebtedness may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such Indebtedness may be or hereafter may become otherwise unenforceable.

GRANTOR'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (a) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement, (b) Borrower assumes the responsibility for being and keeping informed about the Collateral, and (c) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral, or any delay by Lender in realizing upon the Collateral, or any decision by Lender to realize upon the Collateral in a manner which adversely affects the value of Grantor's interest in the Collateral or Borrower's obligations under the Note, this Agreement, or the Related Documents. Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Agreement is executed at Borrower's request and not at the request of Lender, (b) Grantor has the full right, power, and authority to enter into this Agreement and to pledge the Collateral to Lender, (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition, and (d) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, notice of dishonor, protest, and notice of acceptance of and reliance on this Agreement by Lender or by any person to whom Lender sells all or any part of the Indebtedness. With respect to the Indebtedness or Borrower, or any other party to the Indebtedness or the Property, Grantor waives (a) any extension of time or renewal, (b) any indulgence, (c) any release or substitution of any Borrower, (d) any modification or amendment of or deficiency in any of the Indebtedness, (e) any release of Borrower or Property or other security, (f) any application of payments, and (g) any failure to perform or delay in performance by Borrower. Grantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against the principal borrower by the operation of law or otherwise.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

REPRESENTATIONS AND PROMISES WITH RESPECT TO GRANTOR. Grantor represents and promises to Lender that Grantor's correct legal name and address is NANCY HINSON, 1236 SUTTLE RD, LANCASTER, SC 297209367.

REPRESENTATIONS AND PROMISES WITH RESPECT TO THE COLLATERAL. Grantor represents and promises to Lender that:

Ownership. Grantor is and will be the only owner of the Collateral and will defend it against the claims and demands of all others. Grantor will keep the Collateral free of all liens and security interests except those in favor of Lender. Grantor will not sell, lease, or dispose of the Collateral or any interest in the Collateral without Lender's prior written consent.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to grant the security interest in the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will promptly notify Lender of any defaults involving any Collateral.

Proceedings. There are no proceedings pending or threatened against Grantor which might materially affect Grantor's ownership of the Collateral or Lender's interest in the Collateral, except as previously disclosed to and acknowledged by Lender in writing.

Authorization. The execution and delivery of this Agreement and the performance of the obligations imposed upon Grantor hereunder have been duly authorized, and do not conflict with, result in a default under, or require any consent under any agreement or instrument by which Grantor is bound or by which Grantor's property is affected. This Agreement does not violate any law, regulation, court decree or order applicable to Grantor or Grantor's property.

Financial Information. All financial statements and information Grantor gives to Lender will be complete and accurate and will fairly represent the financial condition of Grantor as of the dates the information is given. Grantor will provide Lender with such financial statements and information as Lender shall request from time to time.

Insurance. Grantor will keep the Collateral insured against loss or damage by such hazards and in such amounts as Lender may require. Grantor will provide Lender with such insurance certificates and other evidence of insurance as Lender may request from time to time. Grantor will deliver or cause to be delivered to Lender such endorsements and other documents as Lender may require to assure that Lender's interest is protected.

Location of the Collateral. Except in the ordinary course of business, Grantor will not remove the Collateral from its present location without Lender's prior written consent. Grantor will keep the Collateral in good condition and will not waste or destroy the Collateral or any part of it. Grantor will not part with possession of the Collateral, except to Lender.

Compliance with Laws. Grantor will comply with all laws, ordinances, and regulations relating to the possession, use, or disposition of the Collateral.

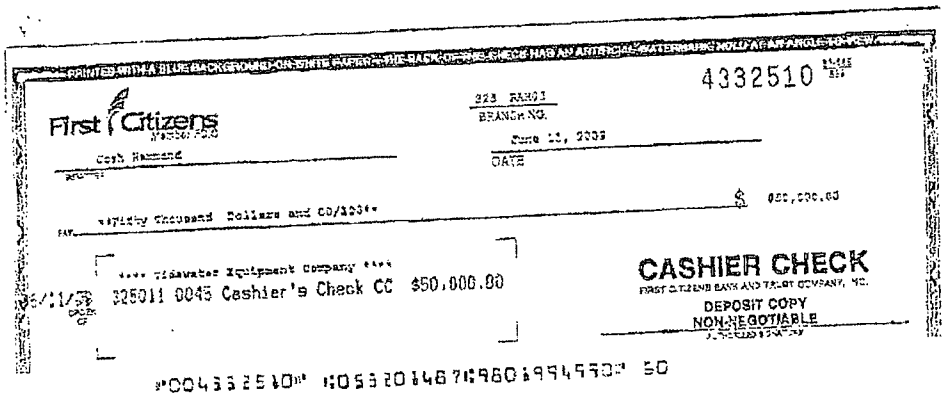
Further Assurances. Grantor will execute any documents and take any actions that Lender requests to perfect and continue Lender's security interest in the Collateral. Upon Lender's request, Grantor will deliver to Lender any and all of the documents evidencing or relating to the Collateral.

Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is binding whether or not Grantor signs the Collateral.

Attorney-in-Fact. If Grantor fails to do any of the things Grantor promised to do in this Agreement, Lender may do so for Grantor. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of signing Grantor's name and doing all things necessary to carry out this Agreement. Lender may do so for any purpose; however, Lender will use its powers only after Grantor fails to keep a promise Grantor made in this Agreement. Grantor appoints Lender as Grantor's attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or continue any security interest or for the purpose of carrying out the intent of this Agreement in the event Grantor fails to perform Grantor's obligations under this Agreement. Lender's attorney-in-fact powers include, but are not limited to, the power to sell the Collateral, obtain and adjust insurance, and collect Insurance Proceeds. Grantor will pay to Lender the amount of any expenses, including attorneys' fees and disbursements, which Lender may incur in connection with Lender's exercise of any of its rights under this Agreement. Grantor agrees that Lender's attorney-in-fact may do, or refrain from doing, any act in connection with any of the foregoing that Lender, in its sole discretion, may deem appropriate, and Grantor gives Lender's attorney-in-fact full power and discretion to do so. Grantor appoints Lender as Grantor's attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or continue any security interest or for the purpose of carrying out the intent of this Agreement in the event Grantor fails to perform Grantor's obligations under this Agreement. Lender's attorney-in-fact powers include, but are not limited to, the power to sell the Collateral, obtain and adjust insurance, and collect Insurance Proceeds. Grantor will pay to Lender the amount of any expenses, including attorneys' fees and disbursements, which Lender may incur in connection with Lender's exercise of any of its rights under this Agreement. Grantor agrees that Lender's attorney-in-fact may do, or refrain from doing, any act in connection with any of the foregoing that Lender, in its sole discretion, may deem appropriate, and Grantor gives Lender's attorney-in-fact full power and discretion to do so. Grantor appoints Lender as Grantor's attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or continue any security interest or for the purpose of carrying out the intent of this Agreement in the event Grantor fails to perform Grantor's obligations under this Agreement. Lender's attorney-in-fact powers include, but are not limited to, the power to sell the Collateral, obtain and adjust insurance, and collect Insurance Proceeds. Grantor will pay to Lender the amount of any expenses, including attorneys' fees and disbursements, which Lender may incur in connection with Lender's exercise of any of its rights under this Agreement. Grantor agrees that Lender's attorney-in-fact may do, or refrain from doing, any act in connection with any of the foregoing that Lender, in its sole discretion, may deem appropriate, and Grantor gives Lender's attorney-in-fact full power and discretion to do so.

Lender's Rights and Obligations with Respect to the Collateral. With this Agreement in effect, Lender can realize on the Collateral to the extent permitted by law and this Agreement. Lender's duty is to exercise only reasonable care in the preservation of the Collateral, including reasonable steps to preserve any rights, duties or liabilities of third parties arising with respect to the Collateral. Lender has no duty to preserve the Collateral, to protect, secure, or insure any rights or interests in the Collateral, or to enforce any rights in the Collateral. Lender has no duty to collect any Collateral or to preserve any rights relating to the Collateral, or to ensure that any third parties exercise due care with respect to the Collateral. Lender may act with respect to the Collateral in any manner it reasonably deems appropriate, in its sole discretion, given Lender's own interests at the time, and Lender has no duty to act in any manner that may benefit Grantor or any other party. Lender's actions with respect to the Collateral will not constitute a waiver of any of Lender's rights under this Agreement. Lender's rights under this Agreement are cumulative and may be exercised together, separately, and in any order. Lender's failure to commence an action to enforce any of its rights under this Agreement will not result in a waiver of Lender's right to commence an action at a later time. If Grantor pays all of the Indebtedness when due, terminates the credit line account, and notifies Lender in writing that Lender no longer has any commitment to Borrower for future loans, Lender will, within a reasonable time, file termination statements and will deliver to Grantor all documents Grantor deliver to Lender that Grantor requests and which Lender has in its possession. Grantor will pay any recordation costs. Lender may agree to subordinate its interest in the Collateral to another party if Lender, in its sole discretion, determines that the agreement is commercially reasonable and that the security interest remains adequately protected after the subordination. Grantor will pay Lender a reasonable service fee, as determined by Lender in its sole discretion, to cover Lender's costs and expenses in reviewing any subordination request. Grantor understands that any subordination granted to one person may not be granted to others.

EXHIBIT
5



4332510

First Citizens

923 RANDI
BRANCH NO.

Cash Rebund

June 11, 2008
DATE

PAY Sixty Thousand Dollars and 00/100** $ 60,000.00

**** Tidewater Equipment Company ****

325011 0045 Cashier's Check CC $50,000.00

CASHIER CHECK
FIRST CITIZENS BANK AND TRUST COMPANY, INC.
DEPOSIT COPY
NON-NEGOTIABLE

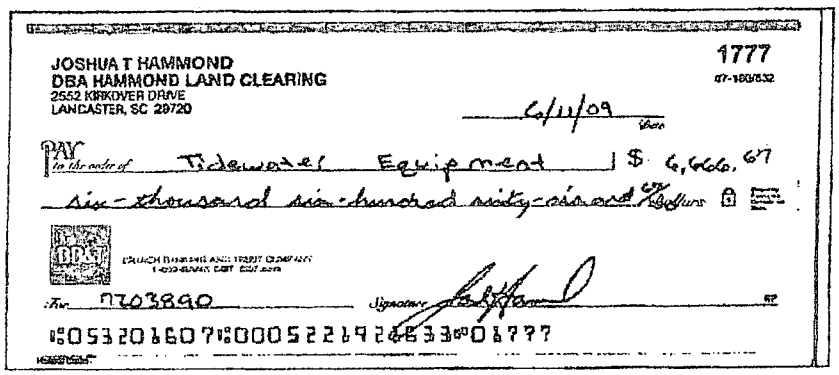
⑈0043325 10⑈ ⑆053201467⑆9801994593⑈ 50

Account Number	Posting Date	Amount	Serial Number	Sequence Number	Type	Status	Description
9801994593	2008-06-11	60,000.00	4332510	0053201467980199459350	Check	Posted	

Page 1 of 1

EXHIBIT
6

Reference: 10000474711251:10000474712251:10000460521252



JOSHUA T HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DRIVE
LANCASTER, SC 29720

1777

6/11/09

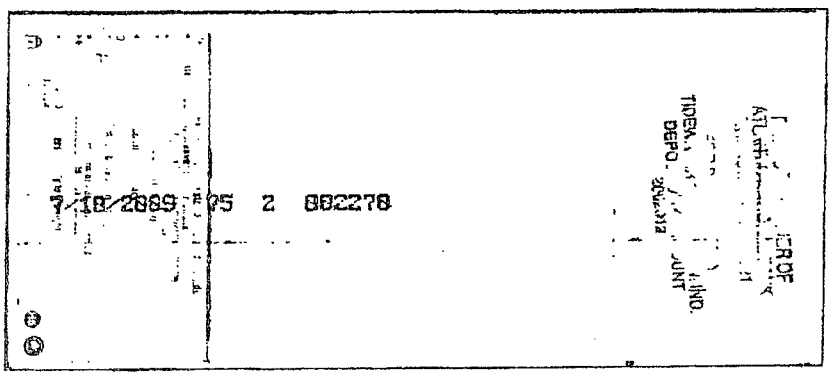
PAY to the order of Tidewater Equipment $ 6,666.67

six-thousand six-hundred sixty-six and 67/Dollars

BB&T BRANCH BANKING AND TRUST COMPANY

For 7703890 Signature

⑆053201607⑆0005221921633⑈01777

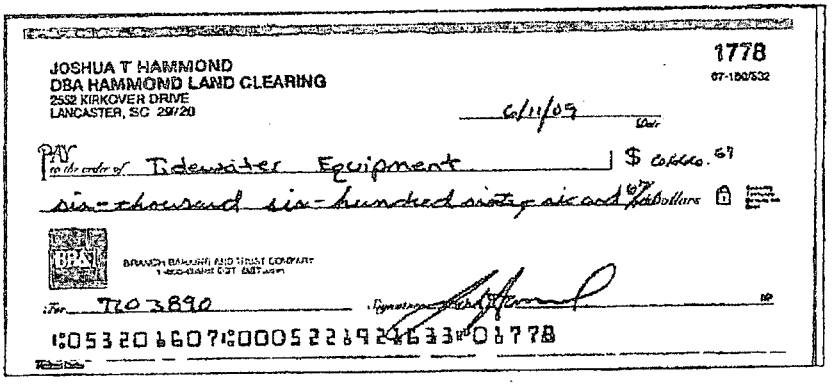


1/18 2869 05 2 882278

TIDEWATER EQUIPMENT DEPO

Date	20090713	**Account Number**	0000005221921633
Amount	666667	**CR-DR**	D
Serial Number	0000001777	**Transaction Link**	012711290556163013

Reference: 10000474711199:10000474712199:10000460521200



JOSHUA T HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DRIVE
LANCASTER, SC 29720

1778
07-180/532

6/11/09

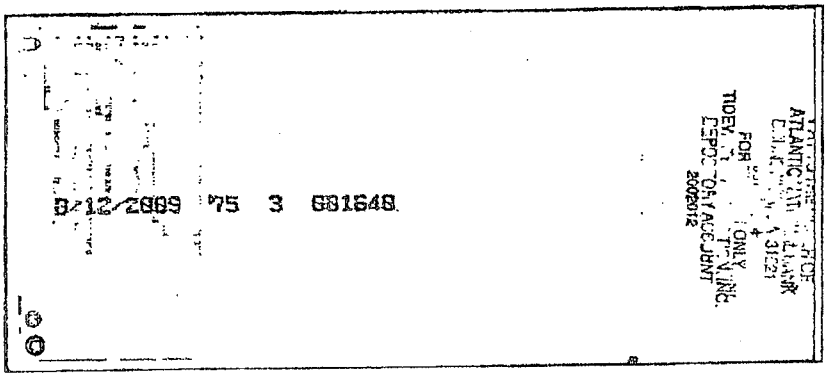
PAY to the order of Tidewater Equipment $ 666667.67

six-thousand six-hundred sixty-six and 67/100 dollars

BRANCH BANKING AND TRUST COMPANY

For 7603890

⑆053201607⑆0005221921633⑈01778



8/12/2009 '75 3 681648

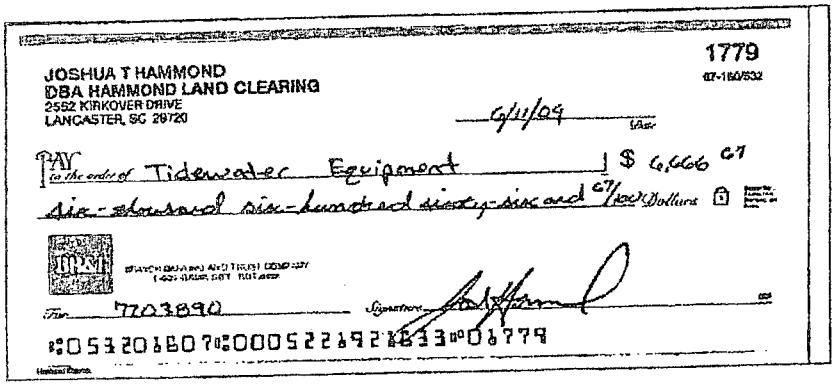
ATLANTIC

FOR

TIDEWATER INC.
DEPOSIT ACCOUNT
2002012

Date	20090812	**Account Number**	0000005221921633
Amount	666667	**CR-DR**	D
Serial Number	0000001778	**Transaction Link**	012233290687190412

Reference: 10000474711224:10000474712224:10000460521225



JOSHUA T HAMMOND
DBA HAMMOND LAND CLEARING
2562 KIRKOVER DRIVE
LANCASTER, SC 29720

1779
07-160/532

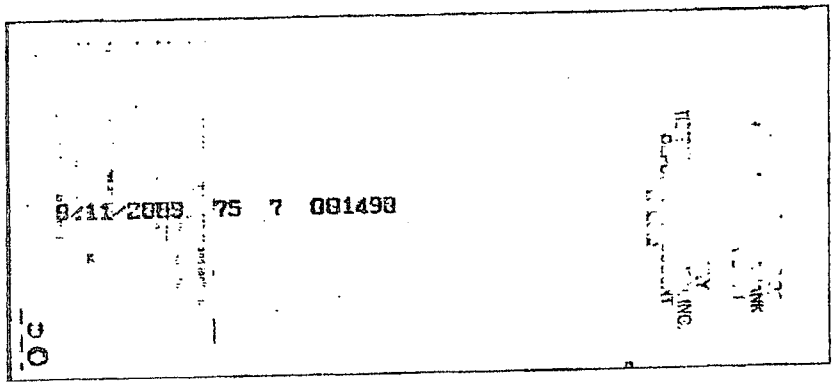
6/11/09

PAY to the order of Tidewater Equipment $ 6,666 67

six-thousand six-hundred sixty-six and 67/100 Dollars

For 703890

⑆053201807⑆0005221921633⑈01779



9/11/2009 75 7 001498

Date	20090914	**Account Number**	0000005221921633
Amount	666667	**CR-DR**	D
Serial Number	0000001779	**Transaction Link**	011614290744258314

EXHIBIT
7

BB&T

RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

HAMMOND LAND CLEARING
Name of Organization

EIN

☐ Corporation ☐ Government Entity ☒ Sole Proprietorship
☐ Unincorporated Association ☐ Partnership ☐ Non-Profit Corporation
☐ Limited Liability Company ☐ Limited Liability Partnership ☐ Other

I, the undersigned, hereby certify to BB&T that I am the Secretary/Assistant Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Person) of the above named Organization duly organized and existing under the laws of the State of South Carolina, and that the foregoing is a true copy of resolutions duly adopted by the Organization at a meeting held on 01/09/2009, and that such resolutions are in full force and effect and have not been amended or rescinded.

RESOLVED, that BB&T is hereby designated as a depository institution for the Organization and the Organization agrees to be bound by the BB&T deposit account agreement and all other rules and regulations of the bank and that any person designated as a "Designated Individual" is hereby authorized on behalf of the Organization and in its name to endorse any and all checks, drafts, notes, certificates of deposit or any other instrument or orders for the payment of money to the Organization, which endorsement may be in writing, by stamp or otherwise, it being understood that on all such items all prior endorsements are guaranteed by the Organization irrespective of the lack of an express guarantee in the endorsement of the Organization; and

FURTHER RESOLVED, that any Designated Individual be and is hereby authorized to open any deposit account with BB&T but only those individuals who actually execute a BB&T signature card shall have access to and be permitted to conduct transactions on any deposit account in the name of the Organization; and

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Organization without inquiry to or responsibility for the application of the proceeds thereof, all checks drafts, notes or other orders for the payment of money or withdrawal, transfer or other debit of money in the accounts of or to the credit of the Organization and any instructions regarding the same, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment or cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Organization, when signed, accepted, endorsed or approved as evidenced by an original or facsimile signature of any ONE of the following persons, hereinafter referred to as a "Designated Individual".

Designated Individual Signature	Printed/Typed Name	Title
	Joshua T Hammond	Owner

FOR BANK USE ONLY

Prepared By B62366 Date 01/09/2009

Center 6055504 Bank No. 0202 State SC

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

RESRES202250775999

5010 (0709)

CLIENT COPY

FURTHER RESOLVED, that any authority granted herein shall not be limited to the above named Designated Individuals, but shall extend to such additional or different individuals as are named as being so authorized in any written notification signed by any of the above Designated Individuals; and

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, certify, pay or exchange any items bearing the signature of any one Designated Individual even though such payment may create an overdraft or even though such item may be drawn or endorsed to the order of any Designated Individual signing the same or tendered by such individual or a third party for exchange or cashing, or in payment of the individual obligation of such party, or for deposit to such individual's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Organization assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Designated Individual or person authorized by same, regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any item if such signature reasonably resembles the specimen or facsimile signature of the Organization, or for refusing to honor any signatures not provided to BB&T, and that the Organization agrees to indemnify BB&T against any and all claims, demands, losses, costs, damages or expenses, (including reasonable attorney's fees) suffered or incurred by BB&T resulting from or arising out of any such payment; and

FURTHER RESOLVED, that any Designated Individual or person authorized thereby, is authorized to execute and deliver any night depository agreement, to enter into any agreement for the provision of cash management services, to lease a safe deposit box, to execute an electronic fund transfers agreement, to enter into an agreement to obtain a deposit access device, to enter into an agreement to obtain credit cards on behalf of the Organization, and to enter into other agreements relating to the deposit accounts at BB&T.

FURTHER RESOLVED, that any and all prior resolutions executed on or behalf of the Organization are hereby revoked and that the foregoing resolution shall remain in full force and effect until the Organization officially notifies BB&T to the contrary in writing and that BB&T may conclusively presume that this resolution and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Organization, but that the Organization, as changes to the Designated Individuals are made, will immediately report and ratify such changes to BB&T through submission of a new Resolution And Agreement For Deposit Account and signature card and BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, the signature of any Designated Individual so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer or employee of this Organization on its behalf and in its name with BB&T prior to the delivery of this Resolution And Agreement For Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,
this 12th day of January, Year 2009

For Corporations including Non-Profit:

_____ (Seal)
Secretary/Assistant Secretary

(Corporate Seal)

For All Other Entities:

_____ (Seal)

_____ (Seal)

_____ (Seal)
(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

CLIENT COPY

3010 (07/03)

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116 Brunswick, GA 31521

EXHIBIT 8

OFFER TO PURCHASE

Buyer Hammond Land Clearing
2552 Kirkover Dr.
Lancaster, SC 29720

County _____ Phone _____

Deliver to _____

_____

_____

SSN _____ DOB _____

Selling Branch Newberry, SC

_____

_____

Date 12-6-11

Salesman VanDennis

Payment method _____

Delivery date _____

Insurance _____

QUANTITY	DESCRIPTION	TOTAL
1	Used @(2004) 724D Hercat/ With 5702 Saw Head/ 30.5 X 32 Tires SN. 7240651	65,000.00
	AS-IS	

As of the date of this Agreement, the hour meter reading of this machine is _____. If for any reason, Buyer does not complete the purchase of this machine, (he (or it) agrees to reimburse Tidewater for all additional hours of operation of the machine. Buyer agrees to pay Tidewater $_____ per hour for all additional hours, at the time the machine is returned to Tidewater.

By executing this Equipment Order form and Offer to Purchase, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AND INTEGRAL PART OF THIS OFFER TO PURCHASE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

WITNESS VanDennis

BUYER Hammond Land Clearing

By: _____

Printed name _____

Date 12-6-11

EXHIBIT
9

First Citizens

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,075.00	01-12-2012	01-11-2016	325355774			BKS02	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
P O BOX 651
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

Principal Amount: $50,075.00 **Interest Rate: 5.000%** **Date of Note: January 12, 2012**

PROMISE TO PAY. I ("Borrower") promise to pay to FIRST CITIZENS BANK AND TRUST COMPANY, INC ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand Seventy-five & 00/100 Dollars ($50,075.00), together with interest on the unpaid principal balance from January 12, 2012, at an interest rate of 5.000% per annum, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. I will pay this loan in 48 payments of $1,153.06 each payment. My first payment is due February 11, 2012, and all subsequent payments are due on the same day of each month after that. My final payment will be due on January 11, 2016, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied to the account as billed if I receive a periodic billing invoice or in the order of late charges, insurance charges, interest, principal and other charges for loans that have a payment coupon. All payments will be applied in accordance with the requirements of the South Carolina Consumer Protection Code. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. If I pay off this Note early, I may be entitled to receive a refund of a portion of the prepaid fees or charges as provided in the South Carolina Consumer Protection Code. I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in my making fewer payments. I agree not to send Lender payments marked "paid in full", "without recourse", or similar language. If I send such a payment, Lender may accept it without losing any of Lender's rights under this Note, and I will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens, Loan Operations MC 894033, PO Box 29 Columbia, SC 29202.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.80 or greater than $17.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

INTEREST AFTER DEFAULT. If Lender declares my entire loan immediately due after a default, or upon final maturity, then the total sum due under this Note will accrue interest from the date of acceleration or maturity at the interest rate under this Note until paid in full.

DEFAULT. I will be in default if any of the following happens: (A) Payment Default. I fail to make a payment as required by this Note. (B) Other Defaults. The prospect of payment, performance, or realization of any collateral for this loan is significantly impaired.

LENDER'S RIGHTS. If I am in default, Lender may, in addition to any other rights Lender has and subject to any cure and notice provisions of the South Carolina Consumer Protection Code, declare my entire loan immediately due, without notice. I will then pay Lender the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay an attorney to help collect this Note if I do not pay. I will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, however not to exceed fifteen percent (15%) of the unpaid debt after default.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of South Carolina without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of South Carolina.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I hold jointly with someone else and all accounts I may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. I acknowledge this Note is secured by the following collateral described in the security instrument listed herein: deposit accounts described in an Assignment of Deposit Account dated January 12, 2012.

ARBITRATION. I and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The South Carolina Uniform Arbitration Act, as amended, does not apply to this Note or to any arbitration or award thereunder.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

REFINANCE OF FINAL PAYMENT. The remaining unpaid balance on the scheduled maturity date of this Note may be refinanced when due based on the following formula:

Lender's terms will be based on age and type of collateral and the interest rate will not exceed 5 points above The Wall Street Journal Prime Rate for the first Bank business day of the month in which the maturity date of the note occurs. The minimum interest rate to be charged for the refinancing will be the Annual Percentage Rate in the original note. Any change in the terms and/or interest rate will result in a corresponding change in the amount of the payment as disclosed at the time of refinancing. This refinancing must comply with all federal, state and local requirements.

PROMPT CREDITING OF PAYMENTS. All payments must be made in U.S. dollars and must be received by us consistent with any payment instructions provided on or with your invoice or coupon prior to 5:00 PM Eastern Time to receive credit for the payment on the date we receive it. If paying at a branch or by mail, payments must include the invoice stub or payment coupon. In addition, if paying by mail, payment must be mailed to the specific address furnished by us. Payments received at any of our ATMs; payments received on a business day after 5:00 PM Eastern Time; payments received at a branch or by mail without an invoice stub or coupon; and payments received on a day that is not a Bank business day will be credited to your account no later than the next Bank business day.

RETURNED PAYMENT FEE. If you make any payment on this account by check, draft or other item that is dishonored for any reason, you agree to pay Lender's reasonable charge as allowed by law. This charge will be in addition to any NSF or similar charge which may be assessed against the account itself by the paying bank.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon me, and upon my heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. I may notify Lender if Lender reports any inaccurate information about my account(s) to a consumer reporting agency. My written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: First Citizens Loan Operations MC 994033 PO Box 29 Columbia , SC 29202.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X _____ (Seal)
JOSH T HAMMOND

LASER PRO Lending, Ver. 5.52.20.021 Copr. Harland Financial Solutions, Inc. 1997, 2015. All Rights Reserved. - SC P:\APPS\CFI\LPL\G201.FC TR-211131 PR-33

First Citizens

DISCLOSURE STATEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$50,075.00	01-12-2012	01-11-2016	325355774			BKS02	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: JOSH T HAMMOND
P O BOX 651
LANCASTER, SC 29721

Lender: FIRST CITIZENS BANK AND TRUST COMPANY, INC
Lancaster Office
500 N Main St
Lancaster, SC 29720

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf.	The amount I will have paid after I have made all payments as scheduled.
5.070%	$5,346.88	$50,000.00	$55,346.88

PAYMENT SCHEDULE. My payment schedule will be 48 monthly payments of $1,153.06 each, beginning February 11, 2012.

SECURITY. A security interest is being given in A SAVINGS ACCOUNT. In addition, collateral securing other loans with Lender may also secure this loan.

LATE CHARGE. If a payment is 11 days or more late, I will be charged 5.000% of the unpaid portion of the regularly scheduled payment. The late charge will not be less than $6.80 or greater than $17.00. However, Lender may charge the maximum delinquency charge authorized by law as it may be increased during the term of this loan.

PREPAYMENT. If I pay off early, I may be entitled to a refund of part of the prepaid finance charges, and I will not have to pay a penalty.

REQUIRED DEPOSIT. The Annual Percentage Rate does not take into account my required deposit.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on January 12, 2012, prior to signing the Note.

BORROWER:

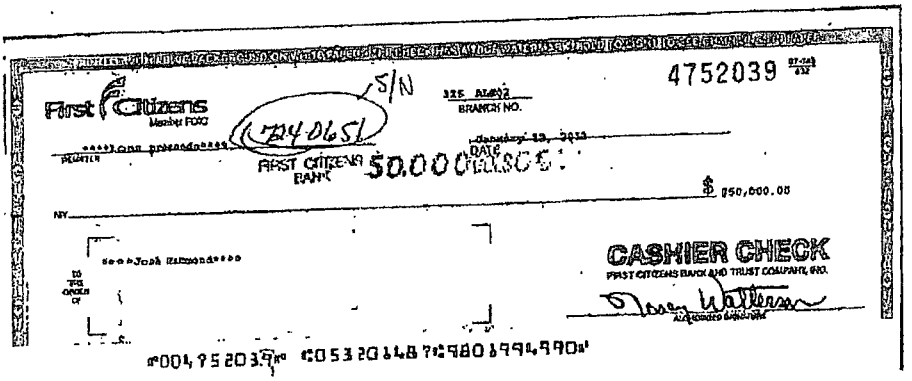
X _____ (Seal)
JOSH T HAMMOND

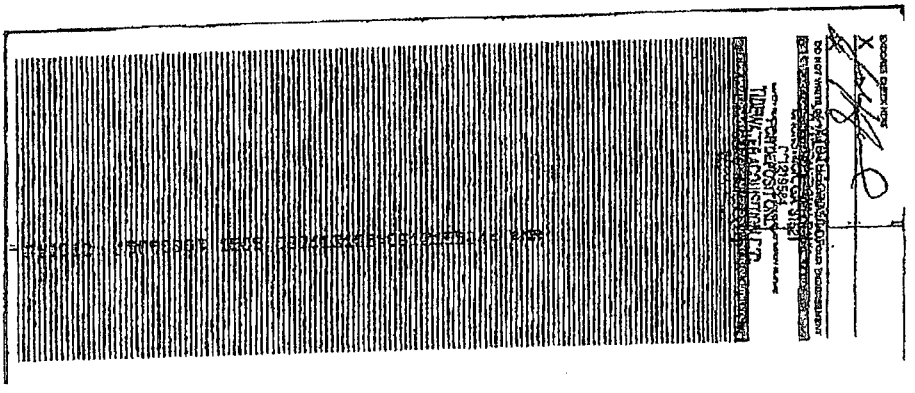
Amount Financed Itemization

Amount paid to me directly: $50,000.00 Lender's Check # 4752039		$50,000.00
Total Financed Prepaid Finance Charges:		$75.00
Note Principal:		$50,075.00
Prepaid Finance Charges:		$75.00
Financed: $75.00 Loan Processing Fee	$75.00	
Amount Financed:		$50,000.00

LASER PRO Lending, Ver. 5.54.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - SC F:\LPL\CFI\LPL10.FC TR-318121 PR-38

EXHIBIT
10





Account Number	Posting Date	Amount	Serial Number	Source	Type	Status	Sequence Number
9801904990	2012-01-20	$50,000.00	4752039	Check	Debit	Posted	0000000000570000032130

EXHIBIT
11

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2562 KIRKOVER DR
LANCASTER, SC 29720

2596
67-210/539
539

1/13/12
Date

Pay to the Order of Tidewater Equipment $ 7,500.00

seven - thousand five - hundred and No/100 Dollars

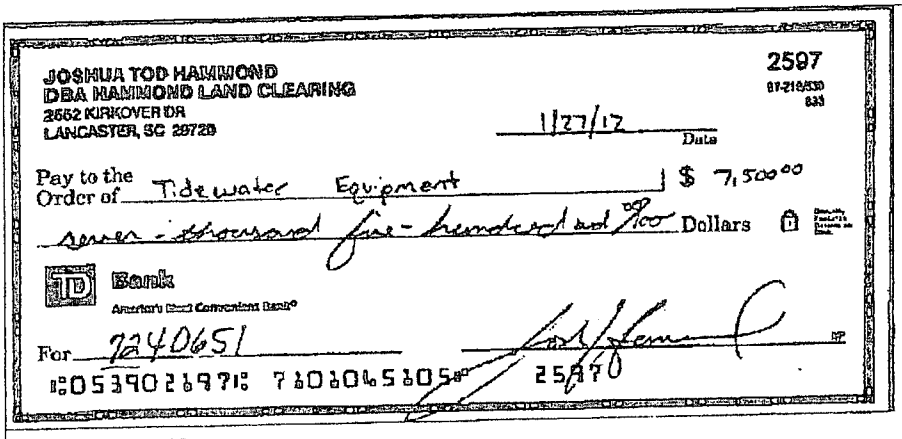
Bank
America's Most Convenient Bank®

For 724D651

⑆053902897⑆ 7101045105⑈ 2596

Account: 7101045105
Amount: 7,500.00
PostDate: 20120125
Tran_ID: 592572331
CheckNum: 2596
DIN: 592572871
ReturnReasonDescription:
ECEItemSeqNum: 6330688724

Down Payment 724 D



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

2597

1/27/12
Date

Pay to the Order of Tidewater Equipment $ 7,500.00

seven thousand five hundred and 00/100 Dollars

Bank

For 724051

⑈053902697⑈ 7101045105⑈ 2597

Account: 7101045105
Amount: 7,500.00
PostDate: 20120131
Tran_ID: 576597026
CheckNum: 2597
DIN: 576598296
ReturnReasonDescription:
ECEItemSeqNum: 6332552599

Down Payment 724 D

EXHIBIT
12

7101045105
Joshua T. Hammond

Account Agreement

Date: 10/16/2008

Financial Institution

Carolina First Bank
315 East Main St
Rock Hill, SC 29730
Rock Hill - 655

7101045105

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 2.

Name	JOSHUA TOD HAMMOND
Relationship to Account (Owner and/or Signer, etc.)	SOLE OWNER
Address	2552 KIRKOVER DR LANCASTER, SC 29720
Mailing Address (if different)	
Home Phone	(803) 287-4384
Work Phone	
Mobile Phone	
E-Mail	TEMPESTJH38@YAHOO.COM
Birth Date	5/30/1988
SSN/TIN	[redacted]
Driver's License No., State, Issue Date, Exp. Date	DL 100236498 SC 08/11/2008-5/30/2013
Other ID (Description, Details)	
Employer's Name & Address	00000
Previous Financial Inst.	

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Internal Use

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

Ownership

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☒ Sole Proprietorship
- ☐ Limited Liability Company
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____

Trust

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Agreement

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☐ Terms and Conditions
- ☐ Electronic Fund Transfers
- ☐ Common Features
- ☐ Truth in Savings
- ☐ Funds Availability
- ☐ Privacy
- ☐ _____

[x Tod Hammond]
JOSHUA TOD HAMMOND

[x]

[x]

[x]

☐ Authorized Signer (If checked and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.)

(page 1 of 3)

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Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X JOSHUA TOD HAMMOND 6/14/04 (Date)

Name	
SSN	
Phone	
Mobile Phone	
E-Mail	
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Free Business Checking	7101046105 pms55029	$ 13,733.82 ☐ Cash ☒ Check ☐
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

☐ ATM ☐ Debit/Check Cards (No. Requested: ____)

☐ ____ ☐ ____

☐ ____ ☐ ____

Account Owner(s) Other ID Type 1 (Primary):

Primary Owner Other ID Type 1:

Owner or Signer 2 Other ID Type 1:

Owner or Signer 3 Other ID Type 1:

Owner or Signer 4 Other ID Type 1:

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Report Results - This Form Produced by Equifax

[redacted]

Joshua T. Hammond

7101045105

Transaction Request

Subject Social Security Number: [redacted]
Subject First Name: JOSHUA
Subject Middle Name: TOD
Subject Last Name: HAMMOND
Subject Suffix:
Subject Birth Date: 05301988
House Number: 2552
Quadrant:
Street Name: KIRKOVER
Street Type: DR
City: LANCASTER
State: SC
Zip Code: 29720
Phone Number: 8032874384
Apartment Number:
DriversLicenseNumber1: 100236498
DriversLicenseState1: SC
Output Format: FIXED
PersonalCompanyIndicator: P
SubscriberNumber: 26005556

Transaction Response

TRANSACTION NUMBER: 418414925

Approve Checking. Issue debit card.

Fraud Advisor Index Code and Description:
Index: 020 Description: HIGHER RISK
Fraud Advisor Warning Code and Description:
Warning Code 1: 834 Description: INCOMPLETE VERIFICATION
Warning Code 2: 810 Description: INPUT PHONE NUMBER IS A MOBILE NUMBER
Warning Code 3: 000 Description:
Warning Code 4: 000 Description:

**** Credit Report Information **********

Equifax Credit Information Services
1150 Lake Hearn Drive, Ste 460, Atlanta, GA 30342
800/685-1111

Name: JOSHUA HAMMOND Since: 04102005 SSN: [redacted]
DOB/Age: 05/30/1988 Last Activity: 06112009 Report Date: 10162009
072008 1896 POMPANO DR, GARDEN CITY BEACH SC 29576
042005 2552 KIRKOVER DR, LANCASTER SC 29720

SSN Issued 1989 State Issued SC SSN Confirmed

Safescan: YOUR INQUIRY HAS BEEN SAFESCANNED.

Joshua T Hammond
7101045105
[redacted]
1/2

Account Agreement

Date: 6/11/2010

Financial Institution Name & Address

CAROLINA FIRST BANK
315 EAST MAIN ST
ROCK HILL, SC 29730

ROCK HILL- 290

7101046105

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 2.

Owner/Signer Information

Name	JOSHUA TOD HAMMOND
Relationship to Account (Owner and/or Signer, etc.)	SOLE OWNER
Address	2552 KIRKOVER DR LANCASTER, SC 29720
Mailing Address (if different)	
Home Phone	(803) 287-4384
Work Phone	(000) 000-0000
Mobile Phone	(000) 000-0000
E-Mail	TEMPESTJH38@YAHOO.COM
Birth Date	5/30/1988
SSN/TIN	[redacted]
Driver's License No., State, Issue Date, Exp. Date	DL 100236498 SC 08112008-5/30/2013
Other ID (Description, Details)	
Employer's Name & Address	00000
Previous Financial Inst.	

Owner/Signer Information

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Account Information

Internal Use

Account Title & Ownership

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

Ownership & Control

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☒ Sole Proprietorship
- ☐ Limited Liability Company

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust
- ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary Designation Continued

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signatures

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☐ Terms and Conditions
- ☐ Truth in Savings
- ☐ Privacy
- ☐ Electronic Fund Transfers
- ☐ Funds Availability
- ☐ Common Features
- ☐ _____

[x [redacted]]
JOSHUA TOD HAMMOND

[x [redacted]]
RICHARD HAMMOND

[x]

[x]

☐ Authorized Signer (If checked and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.)

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Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Driver's License No., State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

x _____ (Date)
JOSHUA TOD HAMMOND

Does business engage in internet gambling? Yes_____ No_____

Name	
SSN	
Phone	
Mobile Phone	
E-Mail	
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Free Business Checking	7101045105 ndk21243	$ 24,198.60 ☐ Cash ☐ Check ☒ CURRENT BALAI
		$ _____ ☐ Cash ☐ Check ☐ _____
		$ _____ ☐ Cash ☐ Check ☐ _____

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)
☐ _____ ☐ _____
☐ _____ ☐ _____

Account Owner(s) Other ID Type 1 (Primary):

Primary Owner Other ID Type 1:

Owner or Signer 2 Other ID Type 1:

Owner or Signer 3 Other ID Type 1:

Owner or Signer 4 Other ID Type 1:

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EXHIBIT 13

TIDEWATER EQUIPMENT COMPANY

Post Office Box 1116, Brunswick, GA 31521

CONTRACT OF SALE

SOLD TO _____

_____

_____

COUNTY _____ PHONE _____

Deliver to _____

_____

_____

SSN _____ Birthdate _____

SELLING BRANCH _____

_____

_____

DATE _____

Salesman _____

Payment method _____

Delivery date _____

Insurance _____

QUANTITY	DESCRIPTION	TOTAL

By executing this Equipment Order Form and Contract of Sale, Purchaser offers to purchase from Tidewater Equipment Company the products identified above at the prices indicated. Upon acceptance by Tidewater Equipment Company's authorized representative this becomes a binding Contract of Sale and obligates Purchaser to pay for the above products at the prices indicated.

PURCHASER ACKNOWLEDGES THAT THE "ADDITIONAL TERMS AND PROVISIONS" APPEARING UPON THE REVERSE SIDE HEREOF ARE AN INTEGRAL PART OF THIS CONTRACT OF SALE, AND PURCHASER AGREES TO BE BOUND BY SAID TERMS AND PROVISIONS.

PURCHASER _____

Witness _____ By: _____

Printed name _____

Date _____

EXHIBIT
14

PROMISSORY NOTE

Borrower:	Joshua Hammond Hammond Land Clearing 1369 Lynwood Drive Lancaster, SC 29720	**Lender:**	High Tide Two, LLC Post Office Box 1116 Brunswick, GA 31521

Principal amount: $50,500.00 **Date of note:** April 30, 2010

Collateral: 2004 Tigercat 620C, sn6200569

PROMISE TO PAY: Joshua Hammond ("Borrower"), promises to pay to High Tide Two, LLC("Lender"), in lawfully obtained money of the United States of America, the principal amount of Fifty thousand five hundred and no/00 ($50,500.00), together with interest on the unpaid principal balance from date(s) of disbursement, until paid in full as set forth herein.

PAYMENT: Subject to any payment changes resulting in the index, Borrower will pay this loan in accordance with the following payment schedule:

> Twenty four (24) consecutive monthly principal and interest payments of $2,377.21 beginning June 1, 2010 calculated on the unpaid principal balances at an interest rate of 12.0% per annum.

PREPAYMENT: Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by the Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE: If a payment is **10 days or more late**, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or $100.00, whichever is greater, regardless of any partial payments Lender has received.

DEFAULT: Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due; (b) Borrower breaks any written promise Borrower has made to Lender, or Borrower fails to perform promptly at the time and strictly in the manner provided in this Note or in any written agreement related to this Note, or in any

other written agreement or loan Borrower has with Lender, contingent or absolute, due or to become due, now or hereafter existing; (c) A breach of any term or condition of any security agreement, pledge agreement, mortgage loan agreement or any other agreement related to or securing this Note regardless if said document is executed by Borrower, any guarantor or a third-party not liable for this Note, upon which a cure period, if any, contained in said agreement has expired; (d) Suspension or liquidation of Borrower's business or assets; (e) Any representation, warranty, statement or report made or furnished to Lender by Borrower or on Borrower's behalf is false, or misleading in any respect; (f) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes any assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; (g) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender; (h) The issuance of any tax levy or lien against Borrower or Borrower's failure to pay, withhold, collect or remit any tax when assessed or due; (j) The filing of formal charges under any federal or state law against Borrower or Borrower's assets which forfeiture is a potential penalty; (k) Any of the events described in this default section occurs with respect to any guarantor of this Note; (l) Lender in good faith deems itself insecure.

LENDER'S RIGHTS: Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest, costs and fees immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) Increase the variable interest rate of this Note to 18.000% per annum, and (b) add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's costs of collection, including court costs and fifteen (15%) percent of the principal plus accrued interest as attorney's fees, if any sums owing under this Note are collected by or through an attorney-at-law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals, and any anticipated post-judgement collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. **This Note shall be governed by and construed in accordance with the laws of the State of Georgia.**

DISHONORED ITEM FEE: Borrower will pay a fee to Lender of fifteen dollars ($15.00) or five percent (5%) of the face amount of the check, whichever is greater, if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

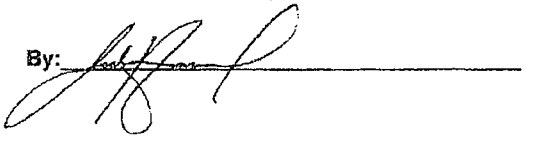
GENERAL PROVISIONS: Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All rights, powers, privileges and immunities herein granted to Lender shall extend to its successors and assigns and any other legal holder of this Note. All rights, privileges and immunities of Borrower hereunder may not in any way be assigned, transferred or sold. Lender at any time is authorized to correct patent errors herein. All such parties waive any right to require Lender to take action against any party who signs this Note as provided in O.C.G.A. Section 10-7-24 and agree that Lender may renew, modify, substitute, consolidate or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to, acknowledgement or agreement by anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. This Note constitutes the entire understanding and agreement of the parties as to the matters set forth in this Note and supersedes all prior understandings and correspondence, oral or written, with respect to the subject matter hereof. No alteration of or amendment to this Note shall be effective unless given in writing and signed by Lender. Borrower acknowledges that this Note evidences a loan made primarily for business, commercial or agricultural purposes and not primarily for personal, family or household purposes. When this Note becomes due, by default or maturity, Lender may, at its option, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to any collateral pledged or granted for this Note. Lender shall not be bound to take any steps necessary to preserve any rights in any such collateral against prior parties. Lender shall have no duty with respect to collection or protection of any such collateral or of any income of any such on the collateral as to the preservation of any rights pertaining to any such collateral beyond safe custody.

Borrower agrees to indemnify and hold Lender harmless against liability for the payment for documentary stamp and intangible taxes (including interest and penalties) (if applicable), which may be determined to be payable with respect to this transaction. If this Note represents a renewal, modification, extension, substitution or consolidation of a Note owed to Lender, then Borrower acknowledges and agrees that there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of this Note.

IN WITNESS WHEREOF, THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF, ON THE ABOVE DATE.

BORROWER:

JOSHUA HAMMOND

By: 

UCC1

STATE OF SOUTH CAROLINA FILING FEES:
$ 6.00 - For the FIRST TWO pages $20.00 - Public Finance Transaction
$ 2.00 - For THIRD page $20.00 - Manufactured Home Transaction
$ 1.00 - Each ADDITIONAL page after the THIRD page.
For each additional Debtor more than two (2), add $2.00 for each additional Debtor.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

High Tide Two, LLC
Post Office Box 1116
Brunswick, GA 31521

Attention: Barbara King

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR 1b. INDIVIDUAL'S LAST NAME *Hammond*	FIRST NAME *Joshua*	MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS *1369 Lynwood Drive*	CITY *Lancaster*	STATE *SC*	POSTAL CODE *29720*	COUNTRY *USA*	
1d. TAX ID #: (Organizations) (Optional)	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
2d. TAX ID #: (Organizations) (Optional)	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME *High Tide Two, LLC*					
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX	
3c. MAILING ADDRESS *Post Office Box 1115*	CITY *Brunswick*	STATE *GA*	POSTAL CODE *31521*	COUNTRY *USA*	

4. This FINANCING STATEMENT covers the following collateral:

One (1) Tigercat 620C Skidder, s/n 6200569

including all attachments, accessions and accessories to, and all proceeds of, all of the foregoing, including without limitation all insurance proceeds, accounts and chattel paper arising out of or related to the sale, lease, rental or other disposition thereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

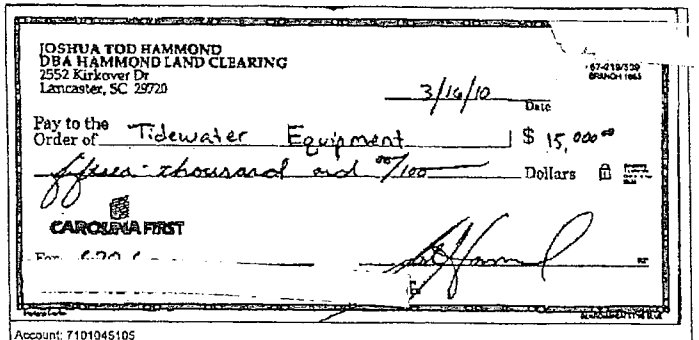
6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. REQUEST SEARCH REPORT(S) ON UCC 11 FORM ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — SC SECRETARY OF STATE'S OFFICE

100617-1029396 UCC-1 FINANCING STATEMENT
Lapse Date: 05/17/2015 10:29:39 Filing Fee: 8 ORIG


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1665

3/16/10
Date

Pay to the Order of Tidewater Equipment $ 15,000 00

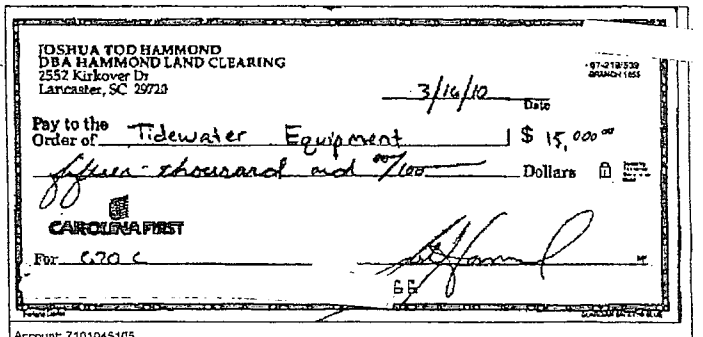
fifteen thousand and 00/100 Dollars

CAROLINA FIRST

For 6.70 c

66

Account: 7101045105
Amount: 15,000.00
PostDate: 20100324
Tran_ID: 0
CheckNum: 1266
DIN: 530
ReturnReasonCode: 01
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1665

3/16/10
Date

Pay to the Order of Tidewater Equipment $ 15,000 00

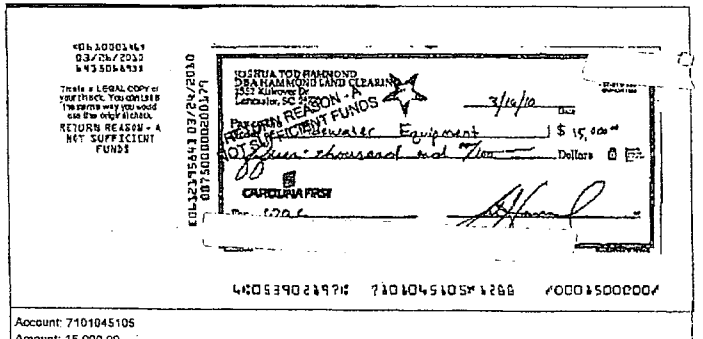
fifteen thousand and 00/100 Dollars

CAROLINA FIRST

For 6.70 c

66

Account: 7101045105
Amount: 15,000.00
PostDate: 20100324
Tran_ID: 0
CheckNum: 1268
DIN: 124989686
ReturnReasonCode:
ReturnReasonDescription:


03/26/2010
Treat a LEGAL COPY of your check. You control the terms way you would use the original check.
RETURN REASON - A NOT SUFFICIENT FUNDS

JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

RETURN REASON - A
NOT SUFFICIENT FUNDS

3/16/10
Date

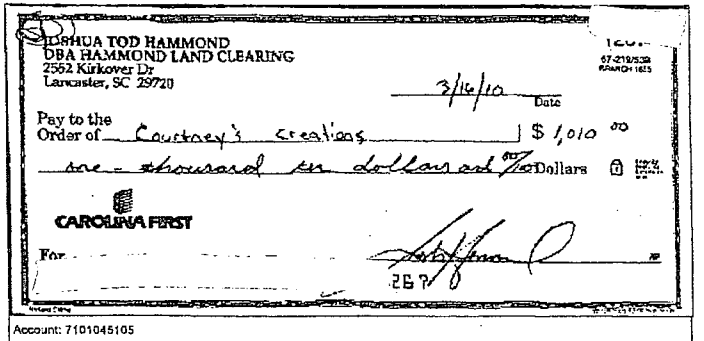
Pay to the Order of Tidewater Equipment $ 15,000 00

fifteen thousand and 00/100 Dollars

CAROLINA FIRST

For 6.70 c

Account: 7101045105
Amount: 15,000.00
PostDate: 20100329
Tran_ID: 0
CheckNum: 1266
DIN: 125307780
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1665

3/16/10
Date

Pay to the Order of Courtney's creations $ 1,010 00

one thousand ten dollars and 00/100 Dollars

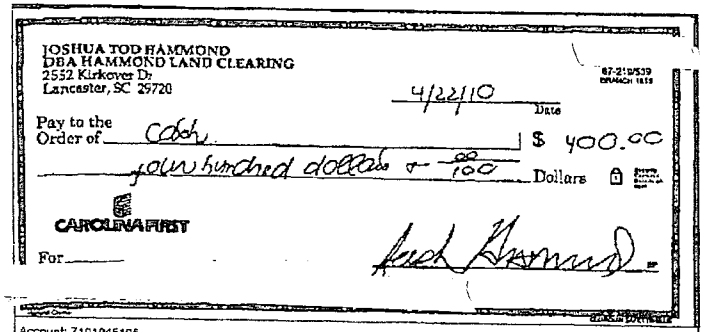
CAROLINA FIRST

For

267

Account: 7101045105
Amount: 1,010.00
PostDate: 20100318
Tran_ID: 0
CheckNum: 1267
DIN: 124435212
ReturnReasonCode:
ReturnReasonDescription:

EXHIBIT 15


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1838

4/22/10
Date

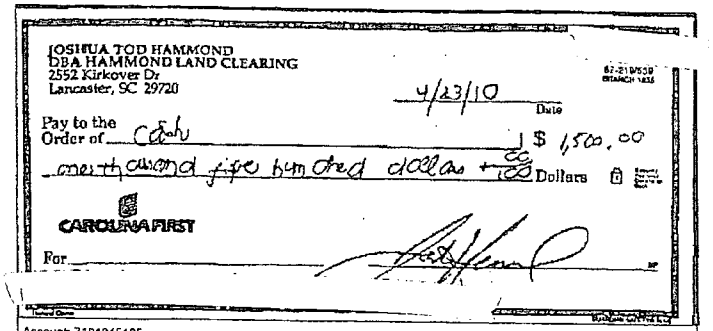
Pay to the Order of Cash $ 400.00

four hundred dollars & 00/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 400.00
PostDate: 20100423
Tran_ID: 0
CheckNum: 1362
DIN: 127893748
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1838

4/23/10
Date

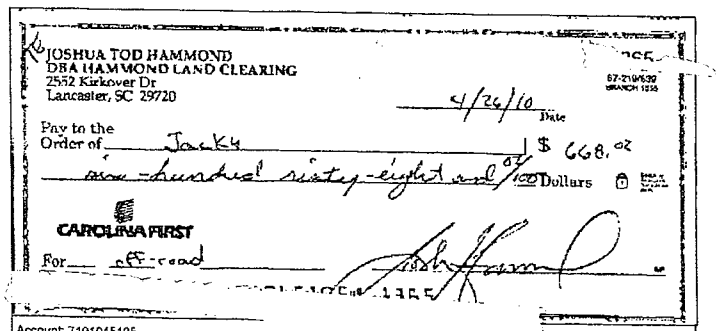
Pay to the Order of Cash $ 1,500.00

one thousand five hundred dollars & 00/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 1,500.00
PostDate: 20100426
Tran_ID: 0
CheckNum: 1364
DIN: 128021276
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1838

4/26/10
Date

Pay to the Order of Jack $ 668.02

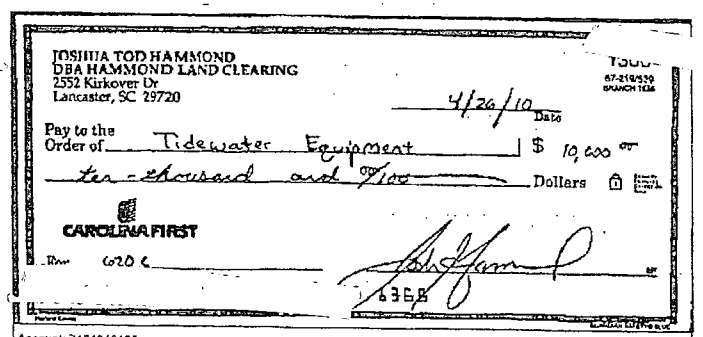
six hundred sixty-eight and 02/100 Dollars

CAROLINA FIRST

For off-road

1365

Account: 7101045105
Amount: 668.02
PostDate: 20100430
Tran_ID: 0
CheckNum: 1365
DIN: 128471928
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

67-219/539
BRANCH 1838

4/26/10
Date

Pay to the Order of Tidewater Equipment $ 10,000.00

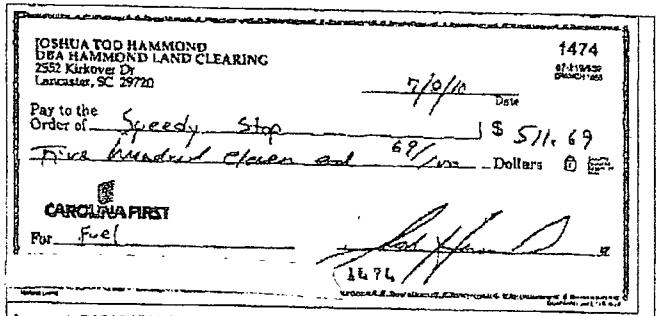
ten thousand and 00/100 Dollars

CAROLINA FIRST

For 620 C

1368

Account: 7101045105
Amount: 10,000.00
PostDate: 20100428
Tran_ID: 0
CheckNum: 1368
DIN: 128291522
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1474

7/9/10
Date

Pay to the Order of Speedy Stop $ 511.69

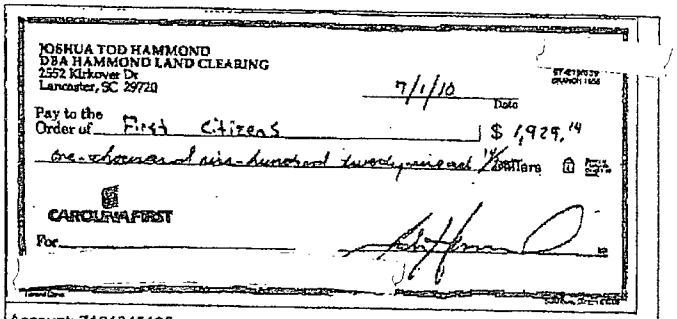
Five hundred eleven and 69/100 Dollars

CAROLINA FIRST

For Fuel

1474

Account: 7101045105
Amount: 511.69
PostDate: 20100713
Tran_ID: 0
CheckNum: 1474
DIN: 127018628
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

7/1/10
Date

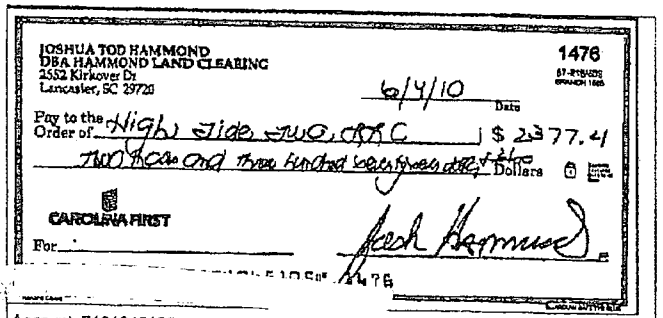
Pay to the Order of First Citizens $ 1,929.14

one thousand nine hundred twenty-nine and 14/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 1,929.14
PostDate: 20100702
Tran_ID: 0
CheckNum: 1475
DIN: 125921488
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1476

6/4/10
Date

Pay to the Order of High Side Two LLC $ 2377.21

Two thousand three hundred seventy-seven and 21/100 Dollars

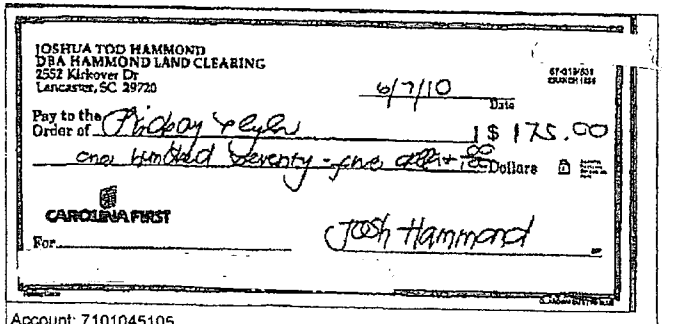
CAROLINA FIRST

For

Josh Hammond

1476

Account: 7101045105
Amount: 2,377.21
PostDate: 20100614
Tran_ID: 0
CheckNum: 1476
DIN: 123993136
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

6/7/10
Date

Pay to the Order of Pickup Cycle $ 175.00

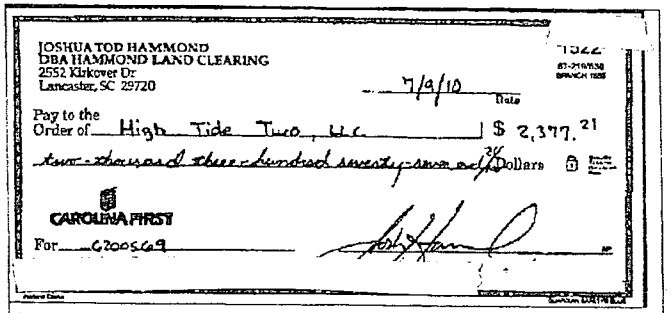
one hundred seventy-five and 00/100 Dollars

CAROLINA FIRST

For

Josh Hammond

Account: 7101045105
Amount: 175.00
PostDate: 20100608
Tran_ID: 0
CheckNum: 1481
DIN: 123380882
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

7/9/10
Date

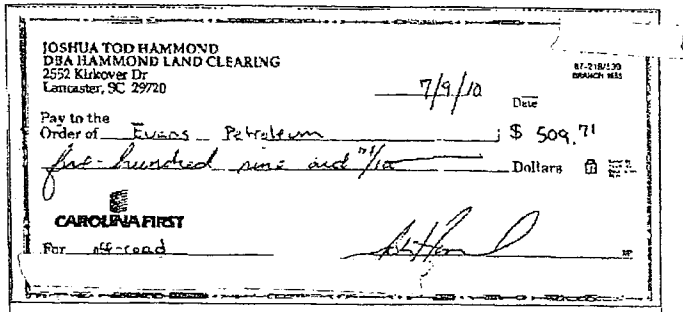
Pay to the Order of High Tide Two, LLC $ 2,377.21

two thousand three hundred seventy-seven and 21/100 Dollars

CAROLINA FIRST

For 6200569

Account: 7101045105
Amount: 2,377.21
PostDate: 20100714
Tran_ID: 0
CheckNum: 1522
DIN: 127097236
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

7/9/10
Date

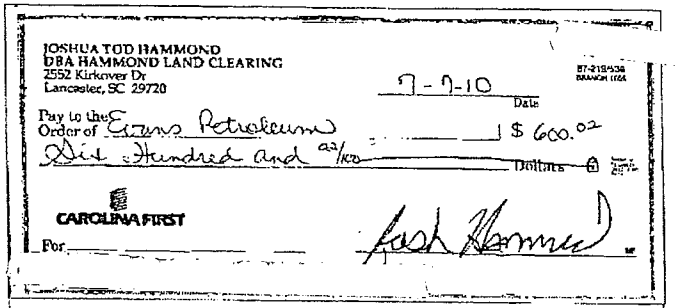
Pay to the Order of Evans Petroleum $ 509.71

five hundred nine and 71/100 Dollars

CAROLINA FIRST

For off-road

Account: 7101045105
Amount: 509.71
PostDate: 20100713
Tran_ID: 0
CheckNum: 1523
DIN: 126900298
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

7-9-10
Date

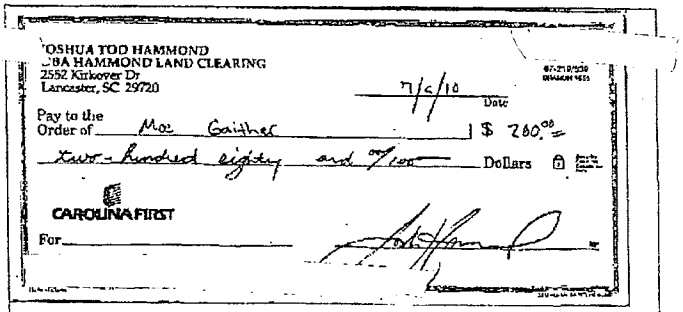
Pay to the Order of Evans Petroleum $ 600.02

Six Hundred and 02/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 600.02
PostDate: 20100709
Tran_ID: 0
CheckNum: 1524
DIN: 126519146
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

7/c/10
Date

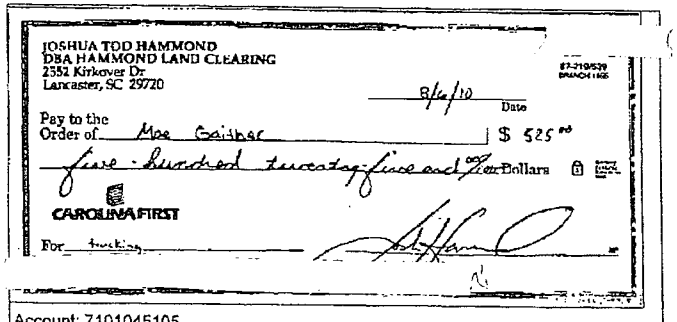
Pay to the Order of Moe Gaither $ 280.00

two hundred eighty and 00/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 280.00
PostDate: 20100714
Tran_ID: 0
CheckNum: 1525
DIN: 127173474
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

8/4/10
Date

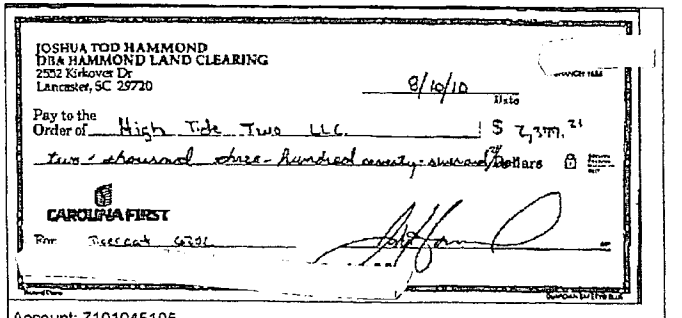
Pay to the Order of Moe Gaither $ 525.00

five hundred twenty-five and 00/100 Dollars

CAROLINA FIRST

For trucking

Account: 7101045105
Amount: 525.00
PostDate: 20100811
Tran_ID: 0
CheckNum: 1627
DIN: 120977162
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

8/10/10
Date

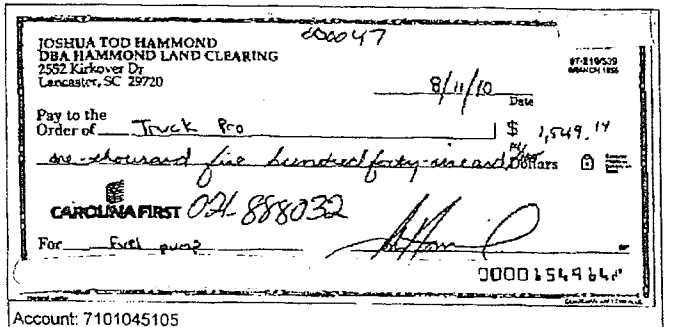
Pay to the Order of High Tide Two LLC. $ 2,377.21

two thousand three hundred seventy-seven and 21/100 Dollars

CAROLINA FIRST

For Diesel Gas

Account: 7101045105
Amount: 2,377.21
PostDate: 20100928
Tran_ID: 0
CheckNum: 1628
DIN: 125817776
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

8/11/10
Date

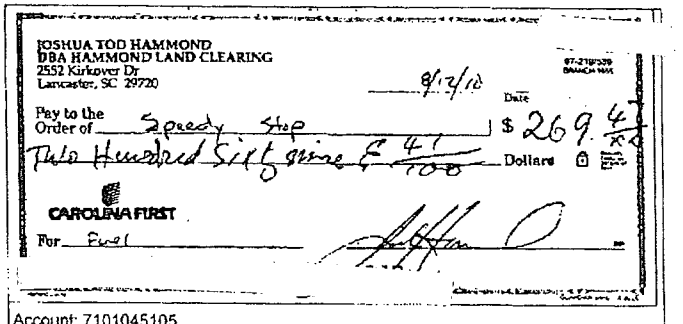
Pay to the Order of Truck Pro $ 1,549.14

one thousand five hundred forty-nine and 14/100 Dollars

CAROLINA FIRST 021-888032

For Fuel surch

Account: 7101045105
Amount: 1,549.14
PostDate: 20100816
Tran_ID: 0
CheckNum: 1629
DIN: 121241398
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

8/12/10
Date

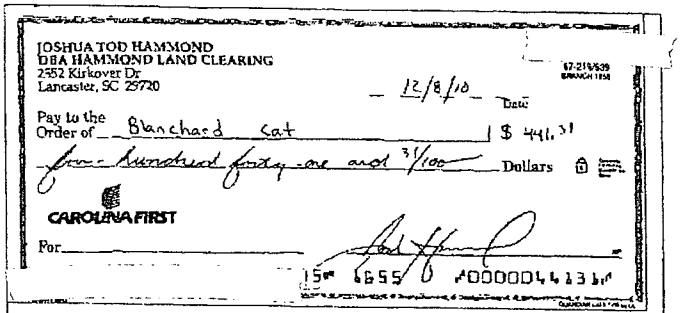
Pay to the Order of Speedy Stop $ 269.47

Two Hundred Sixty-nine 47/100 Dollars

CAROLINA FIRST

For Fuel

Account: 7101045105
Amount: 269.47
PostDate: 20100817
Tran_ID: 0
CheckNum: 1630
DIN: 121518286
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

12/8/10 Date

Pay to the Order of Blanchard Cat $ 441.31

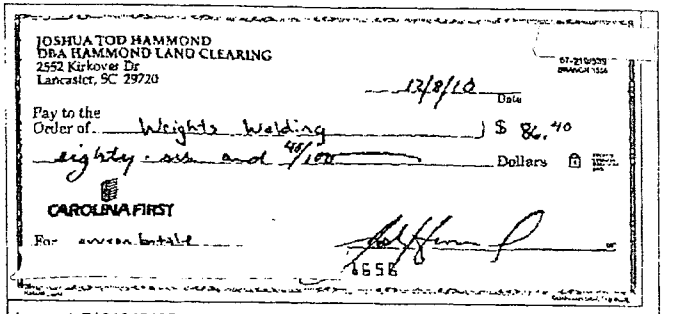
four hundred forty-one and 31/100 Dollars

CAROLINA FIRST

For

1:5550655 0 #0000044131#

Account: 7101045105
Amount: 441.31
PostDate: 20101210
Tran_ID: 0
CheckNum: 1655
DIN: 124493918
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

12/8/10 Date

Pay to the Order of Wrights Welding $ 86.40

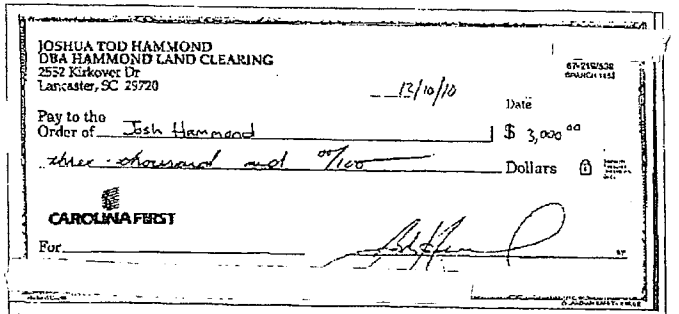
eighty-six and 40/100 Dollars

CAROLINA FIRST

For

1656

Account: 7101045105
Amount: 86.40
PostDate: 20101213
Tran_ID: 0
CheckNum: 1656
DIN: 124587068
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

12/10/10 Date

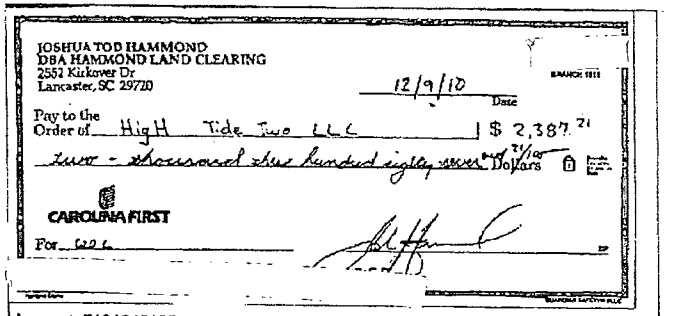
Pay to the Order of Josh Hammond $ 3,000.00

three thousand and 00/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 3,000.00
PostDate: 20101210
Tran_ID: 0
CheckNum: 1657
DIN: 210362650
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

12/9/10 Date

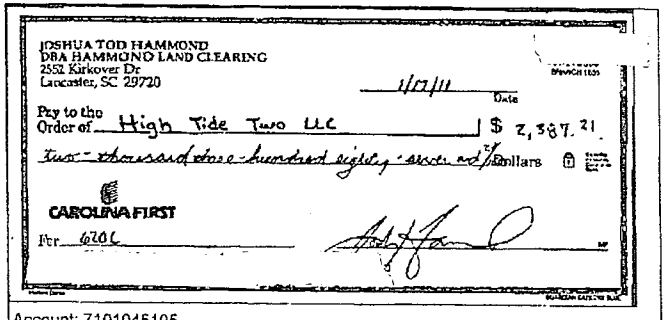
Pay to the Order of High Tide Two LLC $ 2,387.21

two thousand three hundred eighty-seven and 21/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 2,387.21
PostDate: 20101214
Tran_ID: 0
CheckNum: 1658
DIN: 124740568
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1/24/11
Date

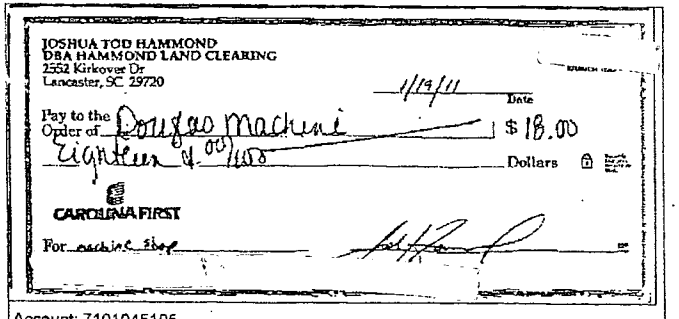
Pay to the Order of High Tide Two LLC $ 2,387.21

Two-thousand three-hundred eighty-seven and 21/100 Dollars

CAROLINA FIRST

For 6206

Account: 7101045105
Amount: 2,387.21
PostDate: 20110124
Tran_ID: 0
CheckNum: 1672
DIN: 128612236
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1/19/11
Date

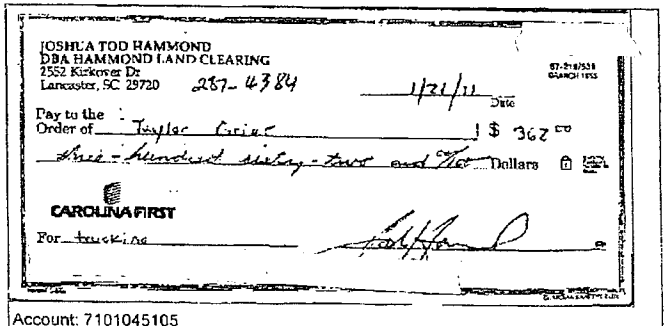
Pay to the Order of Douglas Machine $ 18.00

Eighteen 00/100 Dollars

CAROLINA FIRST

For machine shop

Account: 7101045105
Amount: 18.00
PostDate: 20110223
Tran_ID: 0
CheckNum: 1673
DIN: 122496738
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720 287-4384

1/21/11
Date

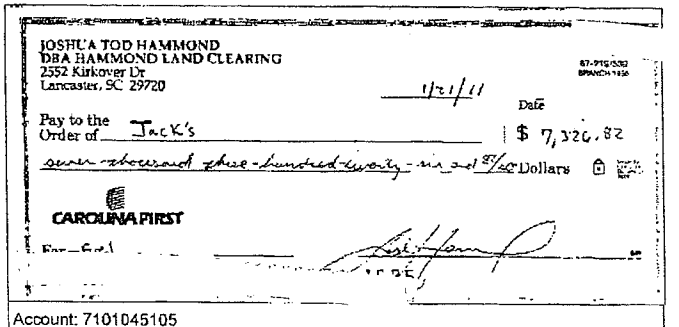
Pay to the Order of Taylor Crisp $ 362.00

Three-hundred sixty-two and 00/100 Dollars

CAROLINA FIRST

For trucking

Account: 7101045105
Amount: 362.00
PostDate: 20110124
Tran_ID: 0
CheckNum: 1674
DIN: 128568168
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

1/21/11
Date

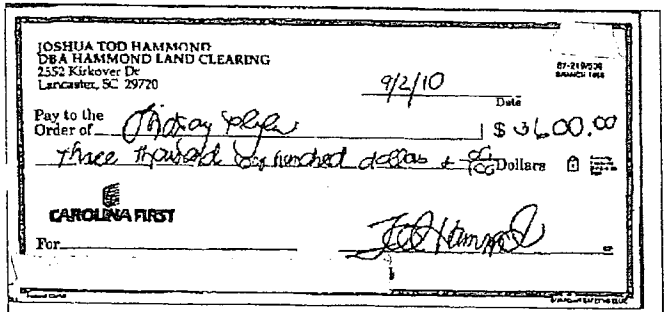
Pay to the Order of Jack's $ 7,326.82

seven-thousand three-hundred-twenty-six and 82/100 Dollars

CAROLINA FIRST

For fuel

Account: 7101045105
Amount: 7,326.82
PostDate: 20110125
Tran_ID: 0
CheckNum: 1675
DIN: 128677994
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

9/2/10
Date

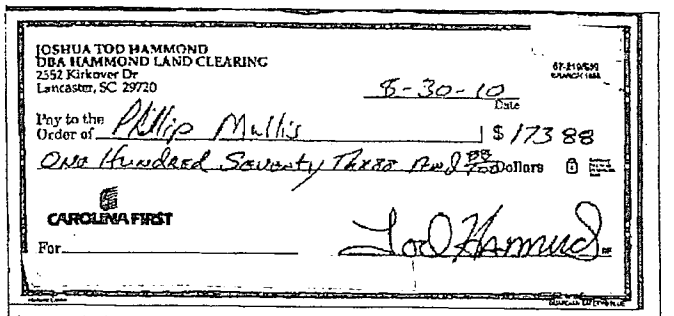
Pay to the Order of Tiffany Pope $ 3,600.00

Three thousand six hundred dollars & 00 Dollars

CAROLINA FIRST

For Tod Hammond

Account: 7101045105
Amount: 3,600.00
PostDate: 20100907
Tran_ID: 0
CheckNum: 1688
DIN: 123375686
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

9-30-10
Date

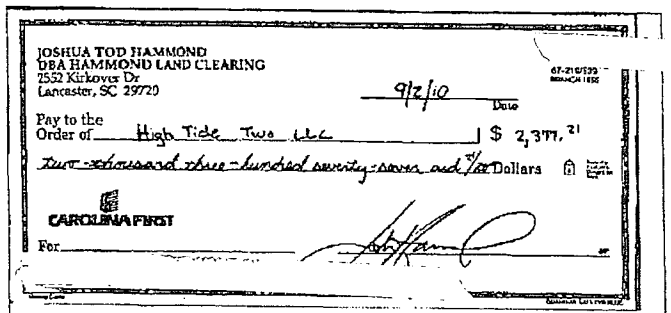
Pay to the Order of Phillip Mullis $ 173 88

One Hundred Seventy Three and 88/100 Dollars

CAROLINA FIRST

For Tod Hammond

Account: 7101045105
Amount: 173.88
PostDate: 20100908
Tran_ID: 0
CheckNum: 1689
DIN: 123558218
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

9/2/10
Date

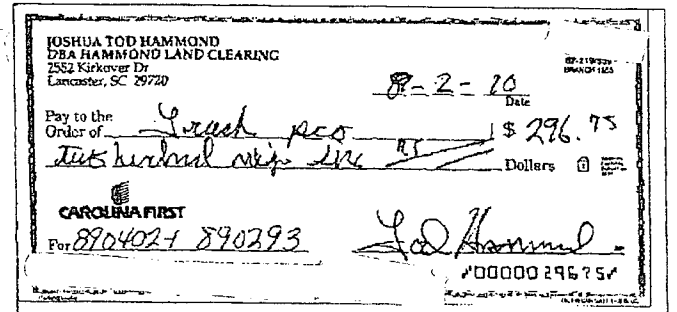
Pay to the Order of High Tide Two LLC $ 2,377.21

two thousand three hundred seventy-seven and 21/100 Dollars

CAROLINA FIRST

For Tod Hammond

Account: 7101045105
Amount: 2,377.21
PostDate: 20100909
Tran_ID: 0
CheckNum: 1690
DIN: 123754366
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

8-2-10
Date

Pay to the Order of Trash Pro $ 296.75

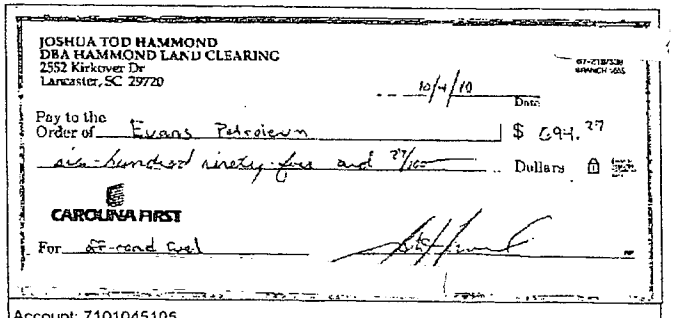
Two hundred ninety six and 75/100 Dollars

CAROLINA FIRST

For 890402+ 890393 Tod Hammond

⑈000029675⑈

Account: 7101045105
Amount: 296.75
PostDate: 20100907
Tran_ID: 0
CheckNum: 1691
DIN: 123280968
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

10/4/10
Date

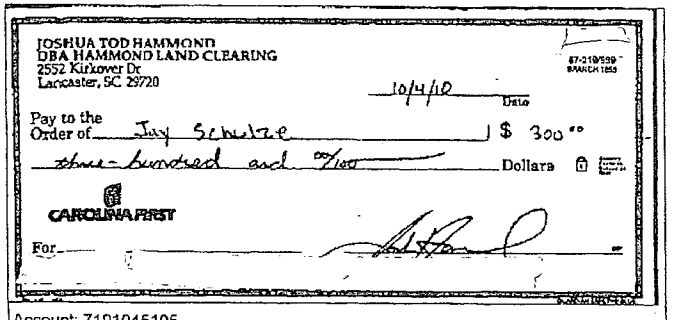
Pay to the Order of Evans Petroleum $ 694.27

six-hundred ninety-four and 27/100 Dollars

CAROLINA FIRST

For off-road fuel

Account: 7101045105
Amount: 694.27
PostDate: 20101006
Tran_ID: 0
CheckNum: 1901
DIN: 126693308
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

10/4/10
Date

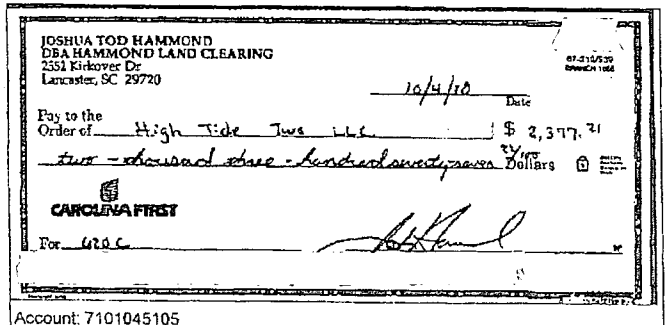
Pay to the Order of Jay Schulze $ 300.00

three-hundred and 00/100 Dollars

CAROLINA FIRST

For

Account: 7101045105
Amount: 300.00
PostDate: 20101005
Tran_ID: 0
CheckNum: 1902
DIN: 126493306
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

10/4/10
Date

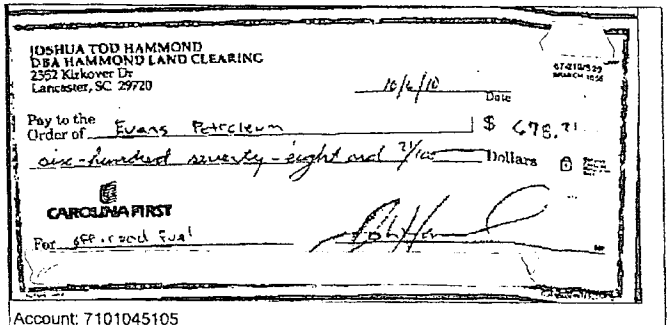
Pay to the Order of High Tide Jws LLC $ 2,377.21

two-thousand three-hundred seventy-seven 21/100 Dollars

CAROLINA FIRST

For GPC

Account: 7101045105
Amount: 2,377.21
PostDate: 20101008
Tran_ID: 0
CheckNum: 1903
DIN: 127045034
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

10/4/10
Date

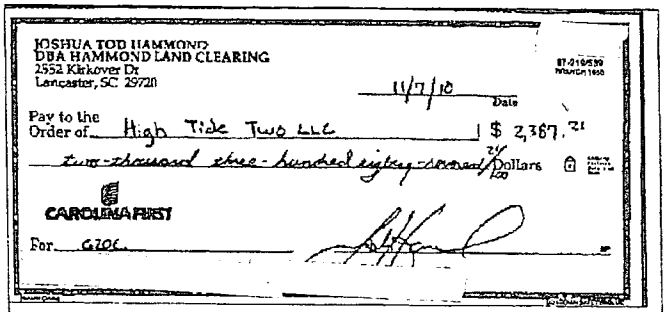
Pay to the Order of Evans Petroleum $ 678.21

six-hundred seventy-eight and 21/100 Dollars

CAROLINA FIRST

For off-road fuel

Account: 7101045105
Amount: 678.21
PostDate: 20101008
Tran_ID: 0
CheckNum: 1904
DIN: 127095934
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

11/7/10 Date

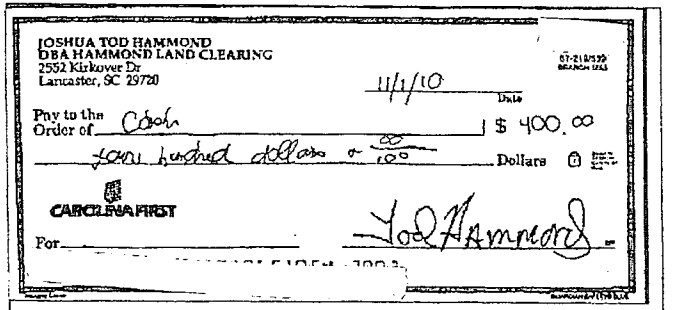
Pay to the Order of High Tide Two LLC $ 2,387.21

two-thousand three-hundred eighty-seven 21/100 Dollars

CAROLINA FIRST

For 6706

Account: 7101045105
Amount: 2,387.21
PostDate: 20101115
Tran_ID: 0
CheckNum: 2000
DIN: 121731318
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

11/1/10 Date

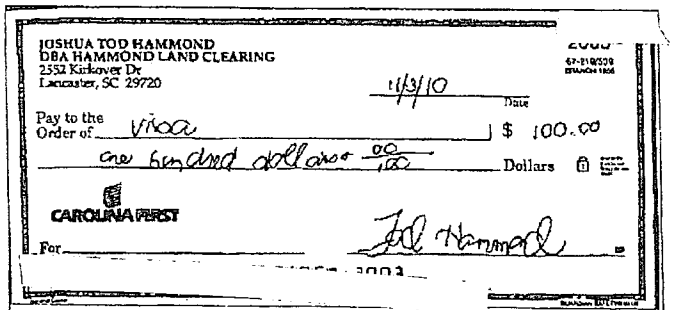
Pay to the Order of Cash $ 400.00

four hundred dollars & 00/100 Dollars

CAROLINA FIRST

For Tod Hammond

Account: 7101045105
Amount: 400.00
PostDate: 20101104
Tran_ID: 0
CheckNum: 2002
DIN: 120683510
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

11/3/10 Date

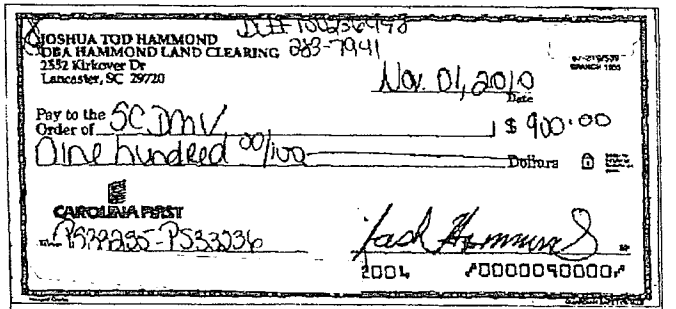
Pay to the Order of Visa $ 100.00

one hundred dollars & 00/100 Dollars

CAROLINA FIRST

For Tod Hammond

Account: 7101045105
Amount: 100.00
PostDate: 20101104
Tran_ID: 0
CheckNum: 2003
DIN: 120683512
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

Nov. 01, 2010 Date

Pay to the Order of SC DMV $ 900.00

One hundred 00/100 Dollars

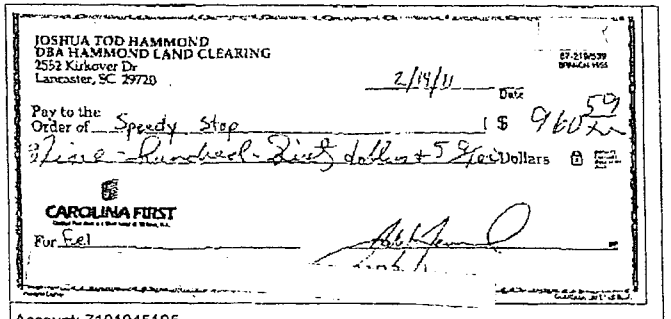
CAROLINA FIRST

For PS32235-PS33236

Tod Hammond

2004 ⑈000000900000⑈

Account: 7101045105
Amount: 900.00
PostDate: 20101103
Tran_ID: 0
CheckNum: 2004
DIN: 120663544
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2/19/11
Date

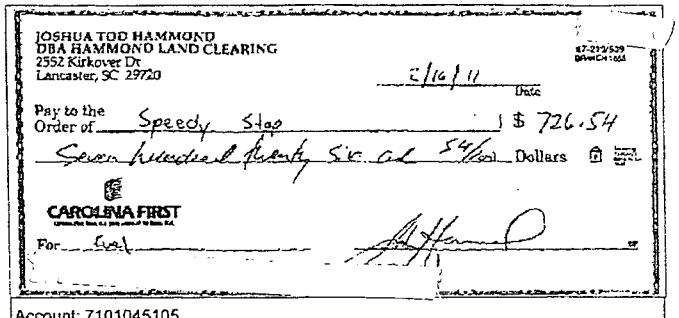
Pay to the Order of Speedy Stop $ 960.59

Nine Hundred Sixty dollars 59 Cents Dollars

CAROLINA FIRST

For Fuel

Account: 7101045105
Amount: 960.59
PostDate: 20110216
Tran_ID: 0
CheckNum: 2103
DIN: 121848306
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2/16/11
Date

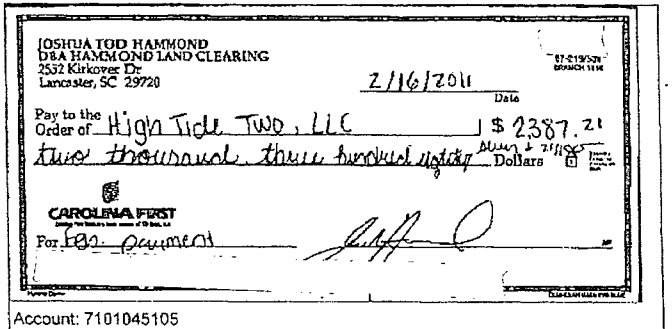
Pay to the Order of Speedy Stop $ 726.54

Seven hundred twenty six and 54/100 Dollars

CAROLINA FIRST

For Fuel

Account: 7101045105
Amount: 726.54
PostDate: 20110218
Tran_ID: 0
CheckNum: 2104
DIN: 122081034
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

2/16/2011
Date

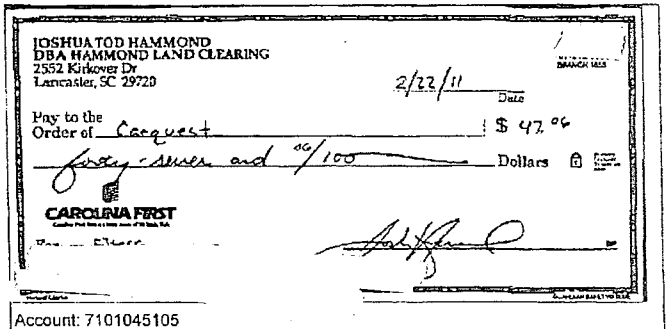
Pay to the Order of High Tide Two, LLC $ 2387.21

two thousand three hundred eighty seven and 21/100 Dollars

CAROLINA FIRST

For Rent payment

Account: 7101045105
Amount: 2,387.21
PostDate: 20110222
Tran_ID: 0
CheckNum: 2105
DIN: 122223568
ReturnReasonCode:
ReturnReasonDescription:


JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 Kirkover Dr
Lancaster, SC 29720

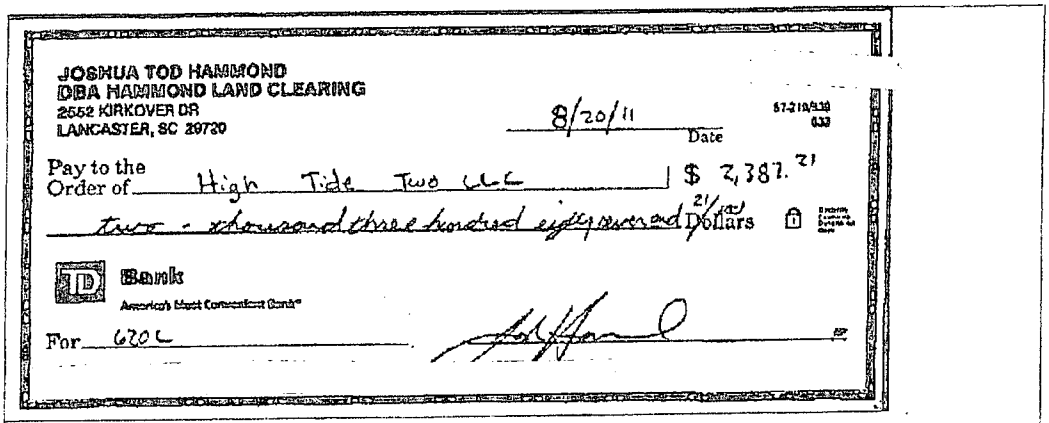
2/22/11
Date

Pay to the Order of Cocquest $ 47.06

forty seven and 06/100 Dollars

CAROLINA FIRST

Account: 7101045105
Amount: 47.06
PostDate: 20110224
Tran_ID: 0
CheckNum: 2106
DIN: 122834892
ReturnReasonCode:
ReturnReasonDescription:



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

8/20/11
Date

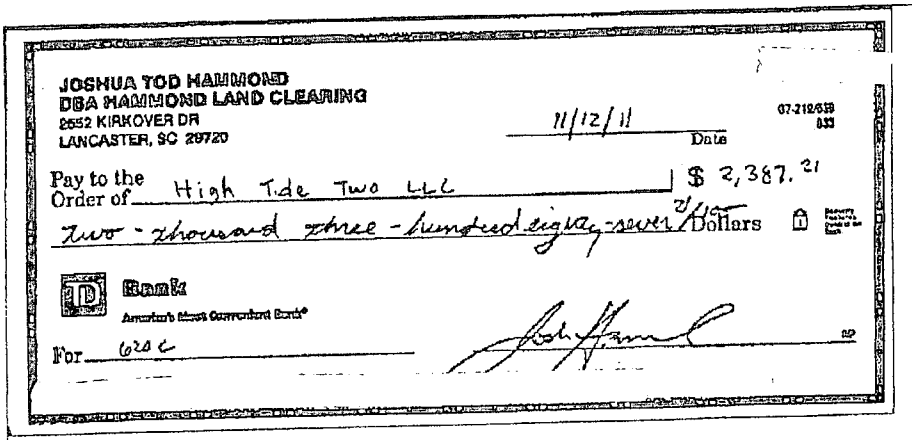
Pay to the Order of High Tide Two LLC $ 2,387.21

two - thousand three hundred eighty-seven and 21/100 Dollars

TD Bank
America's Most Convenient Bank

For 620 C

Account: 7101045105
Amount: 2,387.21
PostDate: 20110826
Tran_ID: 572369566
CheckNum: 2384
DIN: 572369911
ReturnReasonDescription:
ECEItemSeqNum: 6235060508



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

11/12/11
Date

07-212/533

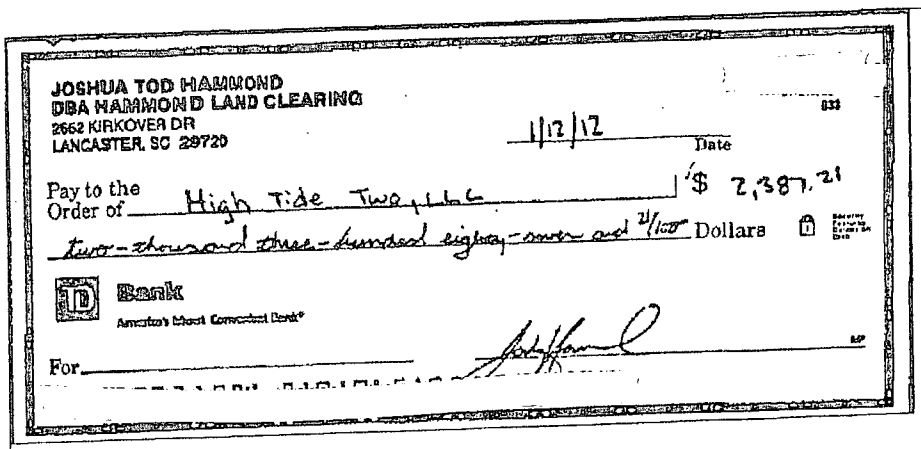
Pay to the Order of High Tide Two LLC $ 2,387.21

Two-thousand three-hundred eighty-seven 21/100 Dollars

Bank
America's Most Convenient Bank®

For 620 C

Account: 7101045105
Amount: 2,387.21
PostDate: 20111121
Tran_ID: 578523116
CheckNum: 2444
DIN: 578524111
ReturnReasonDescription:
ECEItemSeqNum: 6238304856



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2662 KIRKOVER DR
LANCASTER, SC 29720

1/12/12
Date

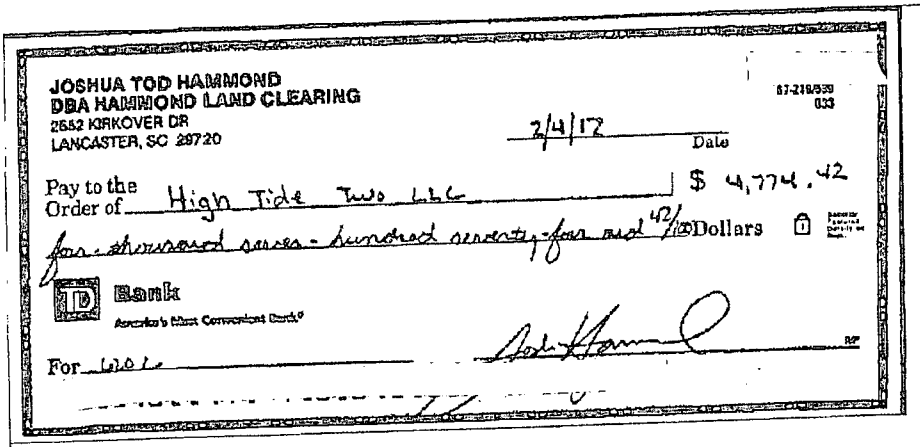
Pay to the Order of High Tide Two, LLC
$ 2,387.21

two-thousand three-hundred eighty-seven and 21/100 Dollars

TD Bank
America's Most Convenient Bank®

For

Account: 7101045105
Amount: 2,387.21
PostDate: 20120118
Tran_ID: 577072781
CheckNum: 2594
DIN: 577072911
ReturnReasonDescription:
ECEItemSeqNum: 6539064552



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2652 KIRKOVER DR
LANCASTER, SC 29720

67-219/539
033

2/4/12
Date

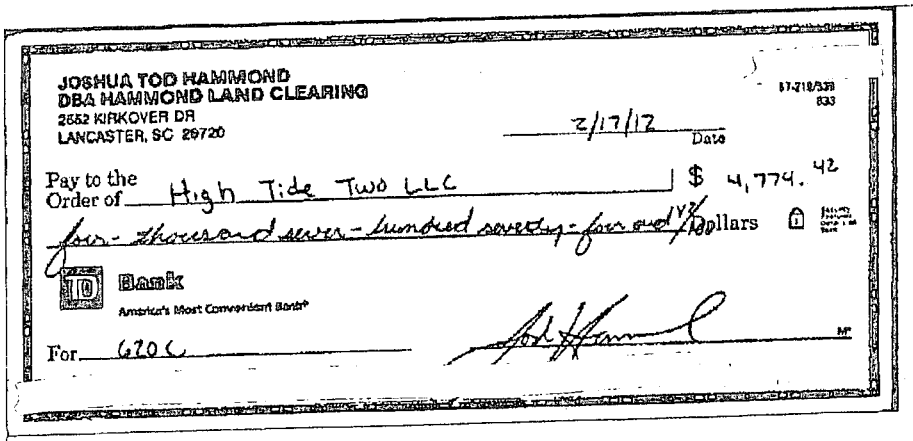
Pay to the Order of High Tide Two LLC $ 4,774.42

four thousand seven hundred seventy-four and 42/100 Dollars

TD Bank
America's Most Convenient Bank®

For Lease

Account: 7101045105
Amount: 4,774.42
PostDate: 20120214
Tran_ID: 587555131
CheckNum: 2642
DIN: 587555226
ReturnReasonDescription:
ECEItemSeqNum: 6231220540



JOSHUA TOD HAMMOND
DBA HAMMOND LAND CLEARING
2552 KIRKOVER DR
LANCASTER, SC 29720

57-718/533
833

2/17/12
Date

Pay to the Order of High Tide Two LLC $ 4,774.42

four thousand seven hundred seventy-four and 42/100 Dollars

TD Bank
America's Most Convenient Bank®

For 6206

Account: 7101045105
Amount: 4,774.42
PostDate: 20120222
Tran_ID: 586776726
CheckNum: 2687
DIN: 586777686
ReturnReasonDescription:
ECEItemSeqNum: 6330986501

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM LANCASTER COUNTY

Court of Common Pleas

DeAndrea D. Benjamin Circuit Court Judge

Trial Case No. 2014-CP-29-00442

Appellate Case No. 2015-002524

Josh Hammond..... Respondent,

v.

Richard Tod Hammond.....Appellant,

v.

Titan Logging, LLC..... Third Party Defendant.

CERTIFICATE OF COUNSEL

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

December 21, 2016

Francis L. Bell, Jr., Esquire
Francis Bell Law Firm, LLC
P.O. Box 867
Lancaster, SC 29721
(803) 283-8476
SC Bar No. 00627
Attorney for Appellant

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SC Court of Appeals