

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
Appellate Case #2016-002177

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas
Donald B. Hocker, Circuit Court Judge
Case No. 2016-CP-32-1968

RECEIVED
FEB 23 2017
SC Court of Appeals

Bob Rice Realty, Inc., Respondent,
v.
Gerald J. Nagy, Appellant.

**APPELLANTS REPLY TO RESPONDENTS RETURN
ON ORIGINAL MAGISTRATES DOCKET 2016-CV-32-1060854**

Come now the Defendant, Gerald J. Nagy, pro se, and hereby presents the following:

1. Appellant is appearing pro se in this matter, and was pro se in the Court of Common Pleas Case #2016-CP-32-1968. John Hughes Cooper, Esquire, did represent Appellant in the original Magistrates Docket #2016-CV-1060854, but is not involved in this appeal.
2. Respondent alleges in their Response under "Facts 1." that Respondent did not receive any copy of Appellants filings. Claiming non-receipt of documents has been a habitual issue with Respondent. This is evidenced in Exhibit A and Exhibit B attached to this filing, wherein on two separate occasions Respondent claimed to have not received Bond and/or Rent payments, even though they were sent Certified, RRR. Respondent would have received at least two notices from the Postal Service prior to their claim of non-receipt. Further, as noted in the Return from Judge Albert J. Dooley, (copy attached as Exhibit C), on page 3, even in the original Magistrates case Respondent claimed non-receipt of the Appellants signed copy of the lease between the parties, and a portion of the reason for these various filings.
3. Because this issue is rooted in the original Magistrates Docket #2016-CV-32-1060854, it is important to understand the arguments and findings therein. While not providing a transcript of the proceedings, Judge Dooley did provide a synopsis of the case in his Return on Appeal,

again, a copy of this attached as Exhibit C. On page 3, paragraph 4, Appellant submitted, without objection, the subject Residential Lease Agreement. (Copy attached as Exhibit D) In paragraph 2, page 1, the lease states:

"Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Timber Ridge Dr., W. Cola. SC 29169 for the period commencing on the 1st day of January, 2014, and thereafter until the 31st day of December, 2014, at which time the Lease Agreement shall automatically renew each year unless terminated in writing."

Clearly, the term is for one year, and it automatically renews unless one of the parties terminates the lease in writing. Appellant argued that **A.)** the lease was valid under §27-40-320(a); **B.)** was never terminated as required within the wording of the lease, and as prescribed by State Law (§27-40-240(B)(3)); and **C.)** therefore was still in effect. In his synopsis of the case (Exhibit C, Page 4), Judge Dooley interpreted §27-40-320(c) to mean that the lease was valid only for a single year, rather than simply limiting the *term* to one year, and subsequently disregarded the automatic renewal clause. He therefore ruled for the Respondent and denied all counterclaims. Appellant disagreed with his interpretation of §27-40-320 generally and specifically, and appealed to the Circuit Court. A stay was issued for the Writ of Ejectment and a subsequent Magistrates hearing set the bond amount at \$900 per month.

4. On September 20, 2016; the appeal was heard and the Honorable Judge Donald B. Hocker found for the Appellant, ruling in part: "It is ordered that the Magistrates Ruling is *reversed* to the extent of allowing the Appellant to remain on the property until December 31, 2016 *in accordance with the subject lease* (emphasis added)." Judge Hocker also awarded Appellant \$150.00 in costs. (Copy attached as Exhibit E)
5. In every document from Respondent pertaining to the ruling issued by Judge Hocker, the words "... in accordance with the subject lease." always seem to be omitted and there is never any comment of what exactly it was that Judge Hocker reversed. In the Appeal From Magistrates Court (copy attached as Exhibit F) filed by Appellant with the Circuit Court, on page 4, beginning at "7." and continuing through the prayer, this question is answered. Judge Hocker reversed the findings of the Judge Dooley. He granted the requested relief by reversing. Period. He did add, Appellant believes for emphasis, "...to the extent of allowing

the Appellant to remain on the property until December 31, 2016...", Judge Hocker then also added "*...in accordance with the subject lease* (emphasis added). " The lease was ruled to be in effect.

6. Further, Judge Hocker did not reference any continuation of the Appeal Bond, and did not order a continued stay of the Writ of Ejectment. Neither of these are necessary when the ruling on which they were originally based has been reversed.
7. In addition to granting the reversal of the Magistrates ruling, Judge Hocker also awarded \$150 in damages to Appellant.
8. In Respondents Reply under "Legal Analysis", counsel notes that "appellant only appealed the award of monetary damages." Appellant believes it would be incorrect, and ludicrous, to appeal to the Appellate Court the other portion of the initial appeal to Circuit Court when Judge Hocker decided 100% in favor of the Appellant on the point of law.
9. Further, in Respondents Reply under "Legal Analysis", counsel notes "The eviction does not effect the appeal of the monetary damages award, and therefore, the Magistrate Judge retained jurisdiction over the eviction issue as they were not stayed as part of this appeal." It is the Appellants position that the eviction issue was not stayed as it was in fact reversed by a higher court.
10. The knowledge and understanding that the Magistrate was reversed and the lease was in full force and effect was previously confirmed by Respondent. Referencing again Exhibit A, page 1, the email sent by Respondent to Appellant on July 13, 2016. When Respondent failed to retrieve the bond payment sent Certified, RRR, Respondents first call was to the Magistrate. Clearly, Respondent knew that monies were being paid under bond. Contrast this to Exhibit B, on October 6, 2016, when Respondent again failed to retrieve monies also sent Certified, RRR. After receiving Judge Hockers order Respondent no longer contacted the Magistrate, but rather treated the alleged late payment as simply over due rent as noted within the email (Exhibit B, page 1) and the Late Notice (Exhibit B, page 2). If Appellants monthly check was still considered payment under bond, Respondent most certainly would have gone directly to the Magistrate.
11. The knowledge and understanding that the Magistrate was reversed and the lease was in full force and effect was also confirmed by Respondents own legal counsel. In the interim time between the issuance of Judge Hockers order and Appellant filing the Notice of Appeal to the

Appellate Court, Appellant was made aware of Respondents intent to sell the property and residence. As such, Respondents attorney requested Appellant sign a Tenant Estoppel Certificate. (Copy attached as Exhibit G) While initially sent to John Hughes Cooper, the wording of their own attorney serves to confirms that the lease is in effect. On page 2 of the exhibit, paragraph 5, it states "***The Lease is valid, binding and in full force and effect*** (emphasis added)." Further, in paragraph 1, it states "The undersigned is the Tenant under that certain lease dated January 1, 2014...", again confirming "...the subject lease..." as referenced by Judge Hocker is in effect. At the end of the same paragraph it states "***Said case is closed*** and a judgment has been entered in favor of the Tenant for the court costs in the amount of \$150.00 (emphasis added)." This is the Respondents wording, not the Appellants.

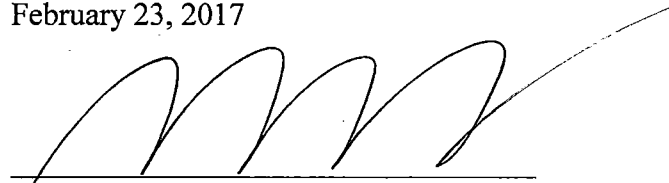
12. In the last paragraph in Respondents Reply, it is stated that ..."the buyer will not enter into a contract or purchase the property until the tenant is out." This is in contrast to the letter sent to Mr. Cooper on October 7, 2016 (Exhibit G, page 1). There apparently was a contract in place and the purchaser was ready to close, but Appellant refused to sign the Tenant Estoppel Certificate based on the wording of items 3, 6, and 7. as noted in Exhibit G, page 2. Appellant refused to be involved what might later be construed as mortgage fraud.

Based on the above items and the attached exhibits, Appellant believes, and Respondent has confirmed, that the original Magistrates Docket is a closed matter. The Magistrate no longer has any jurisdiction in the original case as he was reversed. Appellant understands he is in a holdover position with respect to the now terminated Residential Lease Agreement. If Respondent wishes to evict Appellant, Appellant believes Respondent needs to proceed with a new case. Appellant appreciates Respondents offer for him to remain until February 28th, 2017, and would have been able to be vacated by that date were it not for having spent three entire days, and having two angina attacks from the stress of, dealing with this matter.

Appellant prays this Honorable Court will retain jurisdiction and Quash or Dismiss with Prejudice the Writ of Eviction. In the event it is decided to remand this matter back to the Circuit Court, Appellant requests a Temporary Injunction staying the Writ of Eviction be granted until this matter can be adjudicated, and that the hearing be held no earlier than March 6th, 2017,

in order to provide time for him to prepare his case, and seek legal counsel if so desired.

Respectfully submitted,
February 23, 2017

A handwritten signature in black ink, consisting of several large, stylized loops and a long horizontal stroke extending to the right.

Gerald J. Nagy, Appellant pro se

EXHIBIT A

MGC Data Services

From: "General Delivery" <Catch-All@MagyarMail.com>
To: "Terri McLaughlin for Bob Rice Realty" <bobricerealty@gmail.com>
Sent: Wednesday, July 13, 2016 11:17 AM
Attach: USPS-Tracking.pdf
Subject: Re: Hi from Terri at Bob Rice Realty
Hi Teri,

Yes, another hearing is bad. It was mailed certified RRR on 06-25 with a copy to the Magistrate. USPS tracking info attached. It is still at the post office.

Regards,

Gerald

----- Original Message -----

From: Terri McLaughlin for Bob Rice Realty
To: General Delivery
Sent: Wednesday, July 13, 2016 11:35 AM
Subject: Hi from Terri at Bob Rice Realty

We haven't received your rent payment for July and when I called the magistrate, they said you had sent it in. I know you have never gone without paying and if you say you sent it, I do not doubt that, but please check the check number and check with your bank account to see if it has been cashed. The last check we received from you was check# 1946 for June's rent.

Please let me know what's going on, as I don't want to waste our time with an extra hearing when the payment was simply lost in the mail or something.

Thanks,

Terri

"Terri Mac"

Terri Lynn McLaughlin
Property Manager and Sales Broker, Bob Rice Realty
HABLO EL ESPANOL
2201 Marshall Street--Columbia, S.C.--29203
803-200-7154 (Cell)
803-779-2600 (Office)
803-403-8914 (Fax)



USPS Tracking®



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Have questions? We're here to help.



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Tracking Number: 70150640000328728085

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:

Certified Mail™

Return Receipt

See tracking for related item: 9590940309225223042783

DATE & TIME	STATUS OF ITEM	LOCATION
June 28, 2016 , 8:04 am	Available for Pickup	COLUMBIA, SC 29230

Your item arrived at the COLUMBIA, SC 29230 post office at 8:04 am on June 28, 2016 and is ready for pickup.

June 27, 2016 , 9:46 am	Business Closed	COLUMBIA, SC 29203
June 27, 2016 , 8:52 am	Out for Delivery	COLUMBIA, SC 29203
June 27, 2016 , 7:39 am	Sorting Complete	COLUMBIA, SC 29203
June 27, 2016 , 5:31 am	Arrived at Unit	COLUMBIA, SC 29201
June 26, 2016 , 8:11 pm	Departed USPS Facility	COLUMBIA, SC 29201
June 25, 2016 , 7:46 pm	Arrived at USPS Facility	COLUMBIA, SC 29201
June 25, 2016 , 11:15 am	Departed Post Office	PELION, SC 29123
June 25, 2016 , 9:15 am	Acceptance	PELION, SC 29123

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

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CERTIFICATE OF MAILING

I, Gerald J. Nagy, hereby attest and affirm that on this date, June 25, 2016, the within and foregoing CHECK # 1969, JULY RENT / APPEAL BOND was delivered by having deposited the aforementioned document with the method and on the parties as indicated below:

Via postage prepaid United States Postal Service First Class Certified Mail, with Domestic Return Receipt Requested, article addressed to:


Bob Rice Realty, Inc.
2201 Marshall Street
Columbia, South Carolina 29203

A copy of same was delivered by having deposited it with the method and on the parties as indicated below:

Via postage prepaid United States Postal Service First Class Mail, article addressed to:

Judge Albert J. Dooley, III
650 Knox Abbott Drive
Cayce, South Carolina 29033

ATTEST:



Gerald J. Nagy

EXHIBIT B

MGC Data Services

From: "Terri McLaughlin for Bob Rice Realty" <bobricerealty@gmail.com>
To: "General Delivery" <Catch-All@magyarmail.com>
Sent: Thursday, October 06, 2016 10:41 AM
Subject: Re: Rent for October

We still haven't received rent for October and I was going to send out a late notice in the mail but figured I'd let you know via email also, since I'm assuming it's an error of some kind.

Thanks!

Terri

"Terri Mac"

Terri Lynn McLaughlin
Property Manager and Sales Broker, Bob Rice Realty
HABLO EL ESPANOL
2201 Marshall Street--Columbia, S.C.--29203
803-200-7154 (Cell)
803-779-2600 (Office)
803-403-8914 (Fax)

On Tue, Sep 27, 2016 at 2:05 PM, Terri McLaughlin for Bob Rice Realty <bobricerealty@gmail.com> wrote:

You can take the \$150 out of your October rent from the court ruling.

The closing attorney for Mr. Mike will be contacting your attorney this week for whatever else needs to be done as far as securing the judge's ruling for you to vacate at the end of December.

Thanks,

Terri

"Terri Mac"

Terri Lynn McLaughlin
Property Manager and Sales Broker, Bob Rice Realty
HABLO EL ESPANOL
2201 Marshall Street--Columbia, S.C.--29203
803-200-7154 (Cell)
803-779-2600 (Office)
803-403-8914 (Fax)

BOB RICE REALTY

2201 Marshall St. Columbia, SC 29203

803-779-2600

BOBRICEREALTY@GMAIL.COM

LATE NOTICE AVISO DE PAGO ATRAZADO

Date/Fecha: 10-10-16

Name/Nombre: Gerald Nagy

Address/Direccion: 300 Timber Ridge

Your Rent was due on the 1st day of the month and late after the 5th day of the month. The current amount owed on your account is as follows:

Su renta se debía el día 1 del mes y es tarde despues del día 5 del mes. La cantidad que se debe ahora en su cuenta es lo siguiente:

Current Rent/Renta del Mes Corriente: 900⁰⁰

Late Charge/Cargos de pagando tarde: \$25.00

\$ 925⁰⁰ pr October

Previous Balance Due/Lo que se debía de meses anteriores: _____

TOTAL DUE/TOTAL QUE SE DEBE: _____

The above amount needs to be paid **in full** by 6:00 PM on 10-11-16, to avoid eviction filing on 10-12-16, at 10:00 AM or you must call to make appropriate arrangements. A \$40.00 court filing charge will be added to your account as of the court filing and must be paid with your balance. *No partial payments will be accepted after filing court papers.*

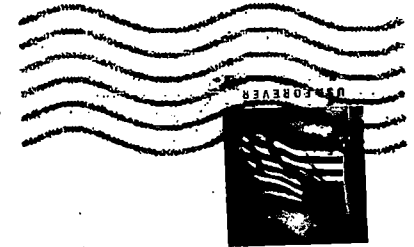
Should you have any questions please feel free to contact me at 803-779-2600.
Si tienen alguna pregunta, favor de llamar al 803-779-2600.

Terri McLaughlin,
Property Manager, Agent for Bob Rice Realty

BOB RICE REALTY
803-779-2600
2201 MARSHALL STREET
COLUMBIA, SC 29203

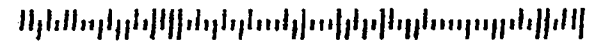
COLUMBIA SC 290

06 OCT 2016 PM 3 L



Gerald Nagy
300 Timber Ridge Dr.
W. COLA, S.C. 29169

29169-541400



CERTIFICATE OF MAILING

I, Gerald J. Nagy, hereby attest and affirm that on this date, September 26, 2016, the within and foregoing CHECK # 2017, OCTOBER RENT / APPEAL BOND was delivered by having deposited the aforementioned document with the method and on the parties as indicated below:

Via postage prepaid United States Postal Service First Class Certified Mail, with Domestic Return Receipt Requested, article addressed to:

Bob Rice Realty, Inc.
2201 Marshall Street
Columbia, South Carolina 29203


Certified Mail Receipt Number: 7015 0640 0003 2872 8115

A copy of same was delivered by having deposited it with the method and on the parties as indicated below:

Via postage prepaid United States Postal Service First Class Mail, article addressed to:

Judge Albert J. Dooley, III
650 Knox Abbott Drive
Cayce, South Carolina 29033

ATTEST:



Gerald J. Nagy

EXHIBIT C

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

2016-CP-32-01968

ORIGINAL

Gerald J. Nagy,)
Appellant/Tenant.)

vs.)

Magistrate's Return to Civil Appeal

Bob Rice Realty, Inc.,)
Respondent/Landlord,)
_____)

This matter is on appeal from the Magistrate's Court of District Six, County of Lexington, State of South Carolina. This case was heard by Albert J. Dooley, III, Magistrate.

PROCEDURAL HISTORY

This matter came before the Magistrate's Court on the Application for Ejectment (2016-CV-32-1060854) of Bob Rice Realty, Inc., Landlord. Gerald J. Nagy, Tenant, requested a hearing and filed a Counterclaim, and both parties appeared at the hearing held on June 2, 2016. Landlord appeared pro se represented by Terry McLaughlin, property manager. Tenant was represented by John Cooper, Esq. The Court found for Bob Rice Realty, Inc., Landlord, on the original claim and on the Counterclaim, and set a Vacate Date of June 6, 2016. This Appeal followed. A procedural timeline follows:

May 18, 2016 – Application for Ejectment filed

May 20, 2016 – Rule to Vacate served

May 31, 2016 – Request for Hearing/Answer/Counterclaim filed

June 2, 2016 – Hearing held; Vacate Date set

June 2, 2016 – Appeal filed and served on Magistrate


Page 1 of 4

FILED
2016 JUN - 9 A 11:34
BERTIE L. CANNON
CLERK OF COURT
LEXINGTON, SC

ALLEGED POINTS OF ERROR

Gerald J. Nagy, Tenant, listed no legal points of error in his filing with the Court of Common Pleas, per se. However, presuming the "Prayer" section of Tenant's filed Appeal is intended to list points of error, Tenant alleges that this Court erred in finding the subject lease to have expired and erred in failing to award damages on Tenant's Counterclaim.

THE HEARING

After a brief introduction from the Court and assuring both sides were ready to proceed, the Court asked the Landlord to call its first witness.

Ms. McLaughlin (for Bob Rice Realty, Inc., Landlord) called herself as a witness. Ms. McLaughlin was sworn. Ms. McLaughlin testified that she was a property manager for the Landlord, Bob Rice Realty, Inc. Ms. McLaughlin stated that Mr. Nagy, Tenant, had rented this home for many years without a written lease, but that within the last few years, the Landlord decided to obtain written leases for all its properties. Ms. McLaughlin testified that approximately three (3) years ago, Bob Rice Realty, Inc. sent to Mr. Nagy a sample written Lease to review and asked him to contact Landlord regarding it. Ms. McLaughlin testified that the next the Landlord heard of the written Lease was when Mr. Nagy presented Landlord with an itemized statement regarding credits he believed he was owed under the Lease. Ms. McLaughlin stated that she informed Mr. Nagy at that time that because of his Lease's particulars (size of the home, rental amount, and other terms), it should not have included the "prompt payment" credits he was describing. Ms. McLaughlin stated that, as always, Mr. Nagy continued his prompt and full payment of the full rental amount without any deductions or further reservation regarding the alleged "prompt payment" credits he had requested and that this continued for several months after the discussion of the credits. Ms. McLaughlin stated that she asked Mr. Nagy several times (including at this time) for a copy of the Lease he claimed to be in effect and that Mr. Nagy refused to send a copy of the purported Lease to the Landlord. Ms. McLaughlin stated that the condition of the home had deteriorated to a point that the Landlord had decided to sell it rather than make repairs to it. Ms. McLaughlin testified that the Landlord began negotiations for Mr. Nagy to move out of the subject real property as the Landlord was informed that Mr. Nagy was in the process of purchasing another home sometime around July 2015. Ms. McLaughlin testified that the Landlord asked Mr. Nagy to move out by the end of August 2015, but that Mr. Nagy responded with a letter stating that he would need at least until the end of September 2015 but might need until the end of December 2015. Ms. McLaughlin stated that the Landlord responded to Mr. Nagy that the end of December 2015 would be agreeable and Ms. McLaughlin thought they "had a deal" with Mr. Nagy regarding this. Ms. McLaughlin stated that she send a letter to Mr. Nagy in October 2015 reminding him of the agreement for him to move out in December 2015. Ms. McLaughlin stated that Mr. Nagy asked for an extension to February 2016

to which the Landlord agreed. Ms. McLaughlin testified that she sent an email to Mr. Nagy regarding his moving in mid February 2016, and Mr. Nagy refused to move. Ms. McLaughlin stated that she sent a letter to Mr. Nagy indicating the Landlord's unwillingness to continue renting to Mr. Nagy and asking him to move out within thirty (30) days on March 31, 2016. Ms. McLaughlin stated that Mr. Nagy had still refused to move out. Ms. McLaughlin testified that the subject real property was in Lexington County.

Ms. McLaughlin (for Bob Rice Realty, Inc., Landlord) called Ms. Jordan as a witness. Ms. Jordan was sworn. Ms. Jordan testified that she was a part owner of the Landlord, Bob Rice Realty, Inc. as Mr. Rice (previous owner) had died and she was the Personal Representative of his estate as well as an heir under Mr. Rice's will. Ms. Jordan testified that it was the Landlord's intent to sell the property and that they wanted an eviction so that they could remove Mr. Nagy and repair and clean-up the real property prior to marketing it.

The Landlord had no further witnesses.

Mr. Nagy, Tenant, was called as a witness. Mr. Nagy was sworn. Mr. Nagy testified he was renting from the Landlord under a written lease. The written Lease dated January 1, 2014 was admitted without objection as Defendant's Exhibit 1. This Lease was not signed by the Landlord or any of Landlord's representatives (only Mr. Nagy). Mr. Nagy stated that the Lease was sent by the Landlord and that he filled it in, signed it, and paid all amounts purported to be due under it. Mr. Nagy stated that he had mailed a copy of the Lease to the Landlord after he signed it. Mr. Nagy stated that the Landlord did ask multiple times for a copy of the Lease in question, but he did not send it to the Landlord (after the first time he had mailed a copy). Mr. Nagy stated that the Landlord always accepted the rent money as it always had and that he paid promptly on time or in advance each time. Mr. Nagy stated that since the Landlord did not send a letter with the word "termination" in it to him prior to December 2015, it was his belief that the Lease automatically renewed by its terms. As to his Counterclaim, Mr. Nagy stated that the Lease stated he was entitled to credits of \$25 per month if his rent was paid on time. Mr. Nagy stated that he did pay the full rental amount (with no deductions for the \$25 credit) every month and continues to do so. Mr. Nagy stated that the only reservation or inquiry he sent to the Landlord regarding the \$25 "prompt payment" credits was the time that Ms. McLaughlin spoke about in her testimony. Mr. Nagy stated that he paid the full rental amount (with no deductions) after the discussion of the "prompt payment" credits with the Landlord. Further, Mr. Nagy stated that he had lost four (4) or five (5) days work "dealing with" the Landlord's case against him and that he was paid \$800 per day at his job. Tenant had no further witnesses.

No further witnesses were called, and no further motions made.

The Court, having had the opportunity to observe the witnesses and hear their testimony, and having reviewed the exhibits and law applicable (most notably SC Code Sec. 27-40-320(c) which states that any Lease not signed by both landlord and tenant may be enforceable, but only for one (1) year; SC Code Sec. 27-35-30 which states that all tenancies of real estate other than agricultural lands shall be month-to-month unless there is an agreement otherwise; and SC Code Sec. 27-35-120 which states that month-to-month tenancies may be terminated by notice of either party giving the other thirty (30) days notice of such intent), found in favor of the Landlord, Bob Rice Realty, Inc., and set the Vacate Date as June 6, 2016 at 8:00 am (the following Monday). The Court found in favor of the Landlord Bob Rice Realty, Inc. regarding the Tenant's Counterclaim as well due to the Tenant's having paid the full rental amount without reservation for months after notice of the Landlord's position regarding the purported "prompt payment" credit.

This Appeal followed.

The audio of the hearing along with copies of the various filings and notices are preserved in the Court file.

Respectfully submitted,



Albert J. Dooley, III, Magistrate
650 Knox Abbot Drive
Cayce, SC 29033

June 6, 2016

FILED
2016 JUN -9 A 11:34
BETH A. CHAMBERG
CLERK OF COURT
LEXINGTON, SC

EXHIBIT D

BOB RICE REALTY

2201 Marshall St. Columbia, SC 29203

803-779-2600

BOBRICEREALTY@GMAIL.COM

Residential Lease Agreement

THIS LEASE AGREEMENT is made and entered into this 1st day of January, 2014, by and between BOB RICE REALTY hereinafter referred to as "Landlord" and Gerald S. Nagy and _____, hereinafter referred to as "Tenant".

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Timba Ridge Dr. W.ola SC 29169 for the period commencing on the 1st day of January, 2014, and thereafter until the 31st day of December, 2014, at which time this Lease Agreement shall automatically renew each year unless terminated in writing.

- The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving.
- Tenant shall pay as rent the sum of \$ 900⁰⁰ per month, due and payable monthly, in advance, no later than 5:00 p.m. by the fifth day of every month. Tenant further agrees to pay a late charge of \$ 25.00 for each month rent is not received after the fifth of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$ 25.00 will be paid to Landlord for all dishonored checks.
- As an incentive to Tenant to make rent payments by the first of the month and for being responsible for all minor maintenance of the premises, a pre-payment discount in the amount of \$ 25.00 may be deducted from the above rental amount each month.
- Tenant agrees to pay a Security Deposit of \$ 300⁰⁰ (previously Paid) to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages not previously reported as required in paragraph 25, will be repaired at Tenant's expense.
- Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.
 - A. The full term of the Agreement has been completed.
 - B. No damage to the premises, buildings, grounds is evident.
 - C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have

been removed from the property, carpets have been commercially cleaned and left clean and odorless.

- D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
- E. All keys have been returned.
- F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.
- Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord. *Hold on to your receipts!*
- Tenant agrees to park in the parking spaces provided and to avoid parking in the yard.
- Tenant is responsible for all costs associated with Tenant's non-payment of rent: all court costs and attorney's fees and all costs of collection.
- Tenant agrees to use said dwelling as living quarters only for 2 adults and 0 children, namely:

-
- Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition.
 - PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD. As additional rent, Tenant agrees to pay a non-refundable pet fee of \$10.00 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law.
 - NO SUBLETTING.
 - Pest Control is the responsibility of the Tenant, due to the home being free of pests at time of move-in.
 - Tenant will be responsible for payment of all utilities, telephone, gas.
 - Tenant is responsible for lawn maintenance. If the lawn is not cut after receiving written warning, a \$55.00 lawn maintenance fee will be charged.
 - Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. ***Tenant should purchase renter's insurance.***

- Tenant's obligations are as follows:
- A. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable, safe manner.
- D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
- F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G. NO WATER BEDS PERMITTED WITHOUT WRITTEN PERMISSION.
- No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.

IMPROVEMENTS TO PROPERTY - Any improvements to the property made by tenant inside or outside must not be removed without written permission from the property manager. This includes landscaping, scrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc.

Tenant signature _____ Date _____

All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages.

Properties built before and during the late sixties and early seventies may have had lead based products and asbestos products used in them. These products were considered to be safe at the time they were used, just as the building products used today are considered safe for home construction. Only the test of time will show which products are or are not safe to use. Having read the above, the tenant signs the lease below with the full understanding that these conditions may be present in this property. The tenant and all parties associated with this property relieves the owner, property manager, and any of his agents from any responsibilities for these conditions regardless of when or how these conditions were caused.

You also acknowledge receiving the EPA Booklet "Protect Your Family From Lead In Your Home"

X _____

Tenant Signature Date

X _____

Tenant Signature Date

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS 1st DAY OF January 20 14.

at _____

(Address, City and State)

Tenant 1

Landlord, Property manager or Agent

EXHIBIT E

State of South Carolina)

FILED Court of General Sessions

County of Lexington)

2016 SEP 21 ~~A 8-01~~ Court of Common Pleas

Gerald J. Nagy
vs. Appellant

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC Bench Order

ORIGINAL

Bob Rice Realty
Tax.
Respondent

Case#: 2016-CP-32-
1968

THIS IS A MAGISTRATE'S APPEAL.
THE APPELLANT APPEARED PRO SE.
THE RESPONDENT DID NOT APPEAR
THROUGH REPRESENTATIVE OR COUNSEL.
IT IS ORDERED THAT THE
MAGISTRATE'S RULING IS REVERSED
TO THE EXTENT OF ALLOWING THE
APPELLANT TO REMAIN ON THE
PROPERTY UNTIL DECEMBER 31, 2016
IN ACCORDANCE WITH THE SUBJECT
LEASE. JUDGMENT FOR COURT
COSTS OF \$150 IS ALLOWED IN FAVOR
OF THE APPELLANT AGAINST THE
RESPONDENT.

So Ordered

Lexington SC
9-20-16



Donald B. Hocker
Circuit Court Judge

EXHIBIT F

COPY

Plaintiff(s)

vs.

Gerald J. Nagy

Defendant(s)

Submitted By: Gerald J. Nagy
Address: 300 Timber Ridge Dr.
Watauga SC 29169

SC Bar #: Pro SC
Telephone #: 803-999-791-3438
Fax #: _____
Other: _____
E-mail: _____

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

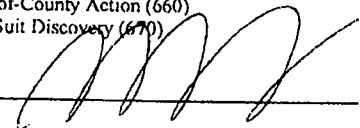
- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 <u>-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Chain & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment, Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | | | |

FILED
2016 JUN -2 PM
COURT OF COMMON PLEAS
LEXINGTON COUNTY

Submitting Party Signature: _____



Date: 06-02-2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

2016CP3201968

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)
)
 Bob Rice Realty, Inc.)
)
 Respondent)
)
 vs.)
)
 Gerald J. Nagy)
)
 Appellant)

IN THE COURT OF COMMON PLEAS
 FOR THE ELEVENTH CIRCUIT
 LEXINGTON COUNTY
 MAGISTRATES COURT
 CIVIL CASE
 #2016-CV-1060854

APPEAL FROM
 MAGISTRATES COURT

LETHA A. CARRIG
 CLERK OF COURT
 LEXINGTON COUNTY

2016 JUN -2 PM 4:14

FILED

TO THE RESPONDENT NAMED ABOVE:

Come now the Appellant, Gerald J. Nagy, pro se, and respectfully submits the following:

1. On May 20, 2016, Appellant was served a Rule To Vacate Or Show Cause based on application to the Magistrates Court by Respondent.
2. On June 02, 2016, a hearing was held before Judge Albert J. Dooley, III, in Lexington County Magistrates Court.
3. During the hearing, Respondent admitted a Residential Lease Agreement (lease) authored by Respondent had been proffered to Appellant by Respondent. Respondent claimed they never received a signed copy but accepted 30 months of rent payments without reservation.
4. During the hearing Appellant testified he had signed and delivered a copy of the lease back to the Respondent.
5. Appellant argued that under §27-40-320(a) a valid lease existed effective January 01, 2014.
6. The second paragraph of the lease states "Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Timber Ridge Dr., W. Cola. SC 29169 for the period commencing on the 1st day of January,

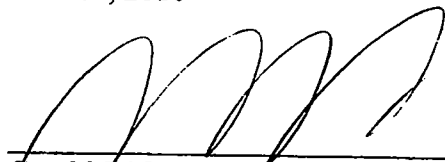
2014, and thereafter until the 31st day of December, 2014, *at which time the Lease Agreement shall automatically renew each year unless terminated in writing.*" (emphasis added).

7. Respondent admitted that a termination letter was never sent to Appellant.
8. The term stated in the lease was for one year.
9. South Carolina Code of Laws §27-40-320(c) states " If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year." (emphasis added).
10. The Magistrate found for the Respondent ruling the lease was actionable for only one year based on South Carolina Code of Laws §27-40-320(c), and then expired.
11. It is Appellants belief that §27-40-320(c) only modifies the term of the lease if the term was for more than one year. Nothing in the statutes would modify an automatic renewal provision in a valid lease.

WHEREFORE, the Appellant prays this Honorable Court issue an order that:

- A. That the subject lease is valid and enforceable; AND
- B. Granting Appellant damages in a reasonable amount based on Appellants counterclaims.

Respectfully Submitted,
June 02, 2016



Gerald J. Nagy, Defendant pro se
300 Timber Ridge Drive
West Columbia, South Carolina 29169
(803) 791-3438

COPY

CERTIFICATE OF SERVICE

I, Gerald J. Nagy, hereby attest and affirm that on this date, June 03, 2016, I served the within and foregoing APPEAL FROM MAGISTRATES COURT, Lexington County Court Of Common Pleas Case #2016-CP-32-01968, by depositing copy of the aforementioned document with the method and on the parties as indicated below:

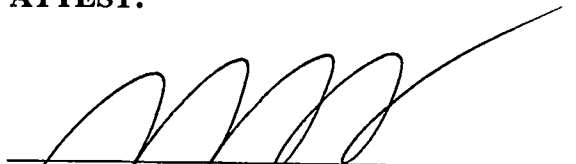
Via postage prepaid United States Postal Service First Class Certified Mail, with Domestic Return Receipt Requested, article addressed to:

Bob Rice Realty, Inc.
2201 Marshall Street
Columbia, South Carolina 29203

Judge Albert J. Dooley, III
650 Knox Abbott Drive
Cayce, South Carolina 29033

Via hand delivery to:
Cayce-West Columbia Magistrates Court
650 Knox Abbott Drive
Cayce, South Carolina 29033

ATTEST:



Gerald J. Nagy, Appellant

EXHIBIT G

October 7, 2016

VIA US MAIL AND EMAIL (shiplaw@jhcooper.com)

Mr. John Hughes Cooper, Esquire
John Hughes Cooper, PC
1476 Ben Sawyer Blvd., Suite 7
Mount Pleasant, SC 29464

RE: Gerald J. Nagy
Property Address: 300 Timber Ridge Drive, West Columbia, SC 29169

Dear Mr. Cooper,

My firm is handling the transaction for the sale of the above referenced property. It is my understanding that you represent Gerald J. Nagy, the tenant currently residing at this property.

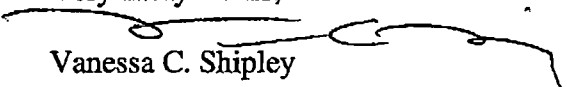
I am enclosing a Tenant Estoppel Certificate that requires your clients signature. Kindly review it with Mr. Nagy and let me know if you need for me to make any changes. If it meets with your approval, please ask Mr. Nagy to sign it and return the original to me at his earliest opportunity. In the meantime, a photocopy will be greatly appreciated, as we are schedule to close on October 19, 2016.

I am also enclosing a copy of the judgment/bench order entered in favor of your client in the amount of \$150.00 for the court costs. It is my understanding that this has already been paid to Mr. Nagy. Therefore, we will also need for him to sign the enclosed Satisfaction of Judgment and return the original to us for filing.

Terri McLaughlin with Bob Rice Realty, Inc. asked me to relay that Mr. Nagy has not paid rent for October. She wanted to make sure he is aware that he still needs to pay the rent to Bob Rice Realty, Inc. for the month of October, and not the new purchasers. Kindly relay this to Mr. Nagy.

Please feel free to let me know if you have any quesitons or concerns. With kind regards, I am,

Very Truly Yours,


Vanessa C. Shipley

Enclosures: as stated.

TENANT ESTOPPEL CERTIFICATE

This certificate is given to Phyllis Peake Walker and Mark Christopher Peake , their assigns and/or successors in interest (hereafter referred to as "Purchaser") by Gerald J. Nagy (hereafter referred to as "Tenant"). Tenant acknowledges and understands that Purchaser, it's counsel and lenders (if any) will rely on this Certificate in connection with a transaction concerning the purchase of property located at 300 Timber Ridge Drive, West Columbia, SC 29169, Lexington County, South Carolina (hereafter the Property").

Tenant hereby certifies as follows:

1) The undersigned is the Tenant under that certain lease dated January 1, 2014 , along with amendments thereto, if any, (collectively referred to hereafter as the "Lease") entered into between Bob Rice Realty, Inc. ("Landlord") or its predecessor in interest, as Lessor, and Tenant, as Lessee, or its predecessor in interest, as tenant. A true, correct and complete copy of the Lease, together with any and all amendments, modifications and/or supplements thereto, is attached hereto. Said lease contains the entire agreement between Landlord (and any affiliated party) and Tenant (and any affiliated party) pertaining to the Property. There are no "side deals" or verbal understandings, of any sort, except as stated herein above and in said lease, and with the exception of the Bench Order for Lexington County Court of Common Pleas Case Number 2016-CP-32-1968, wherein it is ordered that the Tenant is permitted to remain on the Property until December 31, 2016. Said case is closed and a judgment has been entered in favor of the Tenant for the court costs in the amount of \$150.00.

2) Tenant has paid a security deposit of \$300.00. Rent is \$900.00 per month.

3) Tenant is not currently entitled to any "offsets" from Landlord off of the full monthly rent amount, and is not currently entitled to reimbursement of any money previously advanced to Landlord.

4) Tenant does not have any right or option to purchase the Property.

5) The Lease is valid, binding and in full force and effect.

6) Tenant has accepted the Property and is satisfied with all the work done by and required of Landlord to date. All improvements required of Landlord to date have been made, are satisfactory to Tenant, and Tenant is not aware of any current defect in or to the Property.

7) Tenant is not aware of any claims under the Lease which currently exists against Landlord. Tenant has no knowledge of any claim, controversy, dispute, quarrel or disagreement currently existing between Tenant and Landlord.

Dated: October _____, 2016

Print Name of Tenant: _____

Signature of Tenant: _____

sent out Dec 10

BOB RICE REALTY

2201 Marshall St. Columbia, SC 29203

803-779-2600

BOBRICEREALTY@GMAIL.COM

Residential Lease Agreement

THIS LEASE AGREEMENT is made and entered into this 1st day of January, 2014, by and between BOB RICE REALTY hereinafter referred to as "Landlord" and Gerald S. Nags and _____, hereinafter referred to as "Tenant".

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at 300 Tincha Ridge Dr. W. Columbia SC 29169 for the period commencing on the 1st day of January, 2014, and thereafter until the 31st day of December, 2014, at which time this Lease Agreement shall automatically renew each year unless terminated in writing.

- The Tenant is required to give the Landlord in writing a notice 1 month (30 days) in advance of his/her moving.
- Tenant shall pay as rent the sum of \$ 900⁰⁰ per month, due and payable monthly, in advance, no later than 5:00 p.m. by the fifth day of every month. Tenant further agrees to pay a late charge of \$ 25.00 for each month rent is not received after the fifth of the month to the Landlord regardless of the cause, including dishonored checks, time being of the essence. An additional Service Charge of \$ 25.00 will be paid to Landlord for all dishonored checks.
- As an incentive to Tenant to make rent payments by the first of the month and for being responsible for all minor maintenance of the premises, a pre-payment discount in the amount of \$ 25.00 may be deducted from the (previous Rent) above rental amount each month.
- Tenant agrees to pay a Security Deposit of \$ 300⁰⁰ to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages not previously reported as required in paragraph 25, will be repaired at Tenant's expense.
- Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.
 - A. The full term of the Agreement has been completed.
 - B. No damage to the premises, buildings, grounds is evident.
 - C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean, The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have

been removed from the property. carpets have been commercially cleaned and left clean and odorless.

- D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
- E. All keys have been returned.
- F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.
- Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail will be treated as if unpaid until received by Landlord. *Hold on to your receipts!*
- Tenant agrees to park in the parking spaces provided and to avoid parking in the yard.
- Tenant is responsible for all costs associated with Tenant's non-payment of rent: all court costs and attorney's fees and all costs of collection.
- Tenant agrees to use said dwelling as living quarters only for 2 adults and 0 children, namely:

-
- Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition.
 - **PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD.** As additional rent, Tenant agrees to pay a non-refundable pet fee of \$10.00 per month for each pet. All pets on the property not registered under this Lease shall be presumed to be strays and will be disposed of by the appropriate agency as prescribed by law.
 - **NO SUBLETTING.**
 - Pest Control is the responsibility of the Tenant, due to the home being free of pests at time of move-in.
 - Tenant will be responsible for payment of all utilities, telephone, gas.
 - Tenant is responsible for lawn maintenance. If the lawn is not cut after receiving written warning, a \$55.00 lawn maintenance fee will be charged.
 - Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. *Tenant should purchase renter's insurance.*

X _____

Tenant Signature Date

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS 1st DAY OF January 2014.

at _____

(Address, City and State)

Tenant 1 

Landlord, Property manager or Agent

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON)	FOR THE ELEVENTH JUDICIAL CIRCUIT
)	
GERALD J. NAGY,)	
)	
)	
APPELLANT,)	
VS.)	SATISFACTION OF JUDGMENT
)	DOCKET NO.: 2016-CP-32-1968
BOB RICE REALTY, INC.,)	
)	
RESPONDENT.)	

The undersigned, Gerald J. Nagy, the Appellant, does hereby acknowledge receipt of sufficient funds from the above named Respondent to constitute full, complete and final payment, and full and final satisfaction of the judgment in the referenced matter. Therefore, the judgment in the above captioned matter is hereby completely satisfied in full, terminated and cancelled.

Dated: October _____, 2016

Gerald J. Nagy

STATE OF SOUTH CAROLINA)	ACKNOWLEDGMENT
)	S.C. §30-5-30
COUNTY OF RICHLAND)	(Effective January 1, 1995)

I, _____ (Print Notary Name) the undersigned, Notary Public for the State of South Carolina, do hereby certify that **Gerald J. Nagy**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of October, 2016.

(Notary Seal)

Notary Public for State of South Carolina
My Commission Expires: _____

COPY

State of South Carolina

FILED

Court of General Sessions

County of

Lexington

2016 SEP 21

10:01

Court of Common Pleas

Gerald J. Nagy

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

ORIGINAL

vs. Appellant

Bench Order

Bob Rice Realty

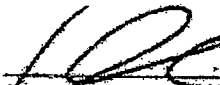
Case#: 2016-cl-32-1968

Respondent

THIS IS A Magistrate's Appeal.
THE Appellant Appeared pro se.
THE Respondent did not appear
through representative or counsel.
IT IS Ordered that the
Magistrate's ruling is reversed,
to the extent of allowing the
Appellant to remain on the
property until December 31, 2016
in accordance with the subject
lease. Judgment for court
costs of \$150 is allowed in favor
of the Appellant against the
Respondent.

So Ordered

Lexington SC
9/20/16


Donald B. Hocker
Circuit Court Judge

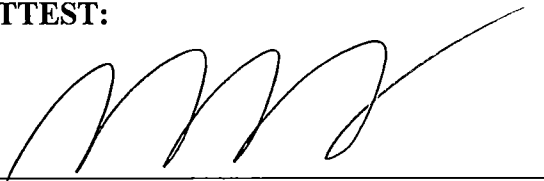
CERTIFICATE OF MAILING

I, Gerald J. Nagy, hereby attest and affirm that on this date, February 23, 2017, the within and foregoing APPELLANTS REPLY TO RESPONDENTS RETURN ON ORIGINAL MAGISTRATES DOCKET 2016-CV-32-1060854 was served by sending an original of the aforementioned document via email and postage prepaid United States Postal Service First Class Mail, article addressed to:

Cindi@MasonLawSC.com

Cynthia K. Mason
Holler, Garner, Corbitt, Gilchrist, Hayes, & Mason
1777 Bull Street
Columbia, South Carolina 29201

ATTEST:



Gerald J. Nagy

RECEIVED

FEB 23 2017

SC Court of Appeals