

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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APPEAL FROM RICHLAND COUNTY
COURT OF COMMON PLEAS

JUN 30 2016

SC Court of Appeals

J. ERNEST KINARD, JR., CIRCUIT COURT JUDGE
TANYA A. GEE, CIRCUIT COURT JUDGE

APPELLATE CASE NO. 2015-001627
CIVIL ACTION NO. 2013-CP-40-05675

Willie J. Riley,

APPELLANT,

versus

Dennis Wayne Catoe

RESPONDENT.

SUPPLEMENTAL RECORD ON APPEAL

Willie J. Riley
84 Wild Indigo Court
Columbia, South Carolina 29229
(803) 414-5501
PRO-SE APPELLANT

Leslie A. Cotter, Jr., Esquire
Carmen V. Ganjehsani, Esquire
RICHARDSON PLOWDEN &
ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29201
(803) 771-4400
ATTORNEYS FOR RESPONDENT
DENNIS WAYNE CATOE

RILEY V. CATOE

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2013-CP-40-05675

Willie J. Riley,

Plaintiff,

vs.

Dennis Wayne Catoe and Does,

Defendants.

ORDER

RICHLAND COUNTY
FILED
2014 FEB 18 AM 9:28
JEANETTE W. McBRIDE
C.C.P. & G.S.

I. INTRODUCTION

This matter is before the Court upon Defendant Dennis Wayne Catoe, Esquire's, [hereinafter "Catoe" or "Defendant"], Motion to Dismiss pursuant to Rules 12(b) (1) and (6), S.C.R.Civ.P., as filed in the Court record on October 17, 2013. A hearing was held on this Motion to Dismiss on January 27, 2014. Present at the hearing and advancing arguments before the Court were counsel for the Defendant Catoe, Leslie A. Cotter, Jr., Esquire, and Pro-se Plaintiff Willie J. Riley, [hereinafter "Riley" or "Plaintiff"]. At the hearing, Mr. Riley's December 3, 2013, Memorandum in Opposition to Defendant Catoe's Motion to Dismiss was also noted and incorporated into the Court record.

For the reasons set forth herein, and based upon the applicable case and statutory law, construed in the light most favorable to Plaintiff as the non-moving party, I am constrained to conclude that this matter merits dismissal as a matter of law based upon Plaintiff's failure to state facts sufficient to constitute any cause of action or any claim upon which relief may be granted against Defendant because of Plaintiff's failure to comply with the statutory law of the State of South Carolina for bringing a Complaint or action for damages alleging professional

negligence or legal malpractice.

More specifically, Plaintiff failed to comply with S.C. Code Ann. §15-36-100 (Supp. 2012), which is a part of the substantive law of the State of South Carolina and is a jurisdictional prerequisite to commence a legal action against attorneys, such as Defendant Catoe. In addition, in as much as the Plaintiff's Complaint and legal action is deficient and the Plaintiff, as a matter of law, has not properly commenced a professional negligence or legal malpractice claim or any viable claim against this Defendant, there was no viable complaint or "action commenced" against Defendant Catoe for which subject matter jurisdiction exists; and, therefore, I conclude Riley's Complaint and legal action is deficient as a matter of law and Defendant Catoe's Motion to Dismiss is meritorious and must be granted. Rules 12(b)(1) and (6), S.C.R.Civ.P.

II. BACKGROUND

Riley filed suit on or about September 17, 2013, against Defendant Catoe, a South Carolina attorney. *See*, Plaintiff's Complaint, p. 1, ¶s 2, 3 and 5.

In the Complaint, Riley alleges that Defendant Catoe engaged in professional negligence and legal malpractice with respect to the representation of Riley in a July 29, 2008, real estate closing transaction involving the purchase of a foreclosure property. Specifically, Riley alleges that Defendant Catoe negligently failed to adequately ensure and protect Plaintiff's interests in this real estate closing transaction resulting in a defective title to this property purchased by Plaintiff and various alleged damages to Plaintiff. *See*, Plaintiff's Complaint, pp. 2-6, ¶s 5, 13, 14, 15, 18, 21, 22, 25, 26, 29, and 30.

Defendant Catoe timely filed a Motion to Dismiss, pursuant to Rules 12(b)(1) and (6),

S.C.R.Civ.P., on October 17, 2013. Defendant contends in his Motion to Dismiss that no proper professional negligence, legal malpractice, or other claim has been properly commenced by Plaintiff due to the jurisdictional and statutory law deficiency that no expert affidavit was contemporaneously filed with the original Complaint by Plaintiff as required by the substantive law of South Carolina. S.C. Code Ann. § 15-36-100; *see also*, Barnes v. Seigler, 2012 WL 265409 (D.S.C. Jan. 30, 2012); and Rotureau v. Chaplin, 2009 WL 5195968 (D.S.C. Dec. 21, 2009).

III. MOTION TO DISMISS STANDARD OF REVIEW

Pursuant to Rules 12(b)(1) and 12(b)(6), S.C.R.Civ.P., a Defendant may move for dismissal based on the Plaintiff's failure to state facts sufficient to constitute a cause of action. Spence v. Spence, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). In ruling on this motion, the Court may consider only the allegations set forth in the Complaint. *Id.* at 116, 268 S.E.2d at 874; *see also* Clearwater Trust v. Bunting, 367 S.C. 340, 626 S.E.2d 334, 335 (2006).

IV. LEGAL ANALYSIS

Plaintiff's Failure to Comply with §15-36-100 Merits Dismissal of Riley's Professional Negligence or Legal Malpractice Claim.

Plaintiff has failed in this matter to comply with the statutory law of the State of South Carolina for bringing a Complaint or action for damages alleging professional negligence, specifically S.C. Code Ann. § 15-36-100, *et seq* (Supp. 2012), the "Affidavit Statute," against Defendant Catoe. The Affidavit Statute requires an expert affidavit to be filed simultaneously with all complaints brought against professionals for causes of action that accrue after July

1, 2005. Subsection (G) of the Affidavit Statute states that "This section applies to the following professions: ...(2) attorneys at law..." S.C. Code Ann. §15-36-100(G)(2). The Affidavit Statute provides, in pertinent part, "In an action for damages alleging professional negligence against [an attorney at law]..., the Plaintiff **must** file as part of the Complaint an [expert] Affidavit." Id. at (B), (G)(2) (emphasis added). Therefore, in order to institute any cause of action against a practicing attorney, a plaintiff must show some negligent act that resulted in damages, and the very purpose of the Affidavit Statute is to require a plaintiff to provide some expert who can testify as to some act of professional negligence.

Defendant Catoe argues, and this Court agrees, that the purported claims and causes of action contained within the four corners of the Plaintiff's Complaint involve averments alleging professional negligence or legal malpractice with respect to the acts, omissions, and conduct of attorney Catoe while acting as the closing attorney in the course of handling the real estate transaction in which Plaintiff was involved that is referenced in the Plaintiff's Complaint. The language in the Plaintiff's Complaint expresses a reliance by Plaintiff on an alleged breach of one or more duties held by Defendant Catoe in his professional capacity and involving actions and/or omissions committed by Defendant Catoe while acting within the course and scope of his duties as an attorney for Plaintiff, or as the closing attorney, in the real estate closing transaction referenced in Plaintiff's Complaint. See, e.g., Plaintiff's Complaint, ¶s 5, 9, 13, 14, 18, 21, 22, 25, 26, 28, and 30.

To sustain a viable claim and properly commence a professional negligence or legal malpractice cause of action or assert claims of negligent "acts, omissions and conduct" against a professional attorney like Defendant Catoe, Plaintiff must, under the provisions of § 15-36-100, provide an affidavit of a qualified expert.

Moreover, the Court finds that neither the matters alleged by Plaintiff in his Complaint nor the "applicable standard of care for attorneys" is within the ambit of common knowledge of lay persons or within the "common knowledge exception." See, Southeastern Housing Foundation v. Riley, 380 S.C. 621, 649, 670 S.E.2d 680, 695 (Ct. App. 2008) ("the standard of care for legal malpractice is outside the ambit of the common knowledge of laypersons"). In addition, because the breaches of professional duties alleged by Plaintiff deal with Defendant Catoe's exercise of legal judgment, more than "common knowledge" is required to evaluate whether his actions violate the standard of care owed by members of his profession. See, Barnes v. Seigler, 2012 WL 265409 (D.S.C. Jan. 30, 2012). Likewise, the appropriate behavior for an attorney, as Riley indirectly references or implies in his Complaint, is not a matter of common knowledge. See also, by analogy, Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goulding, Inc., 351 S.C. 459, 476, 570 S.E.2d 197, 206 (Ct. App. 2002) (where the court rejected the "common knowledge" exception and found that claims against an engineering firm must be dismissed because "the appropriate behavior for a professional engineering firm in its supervisory role is not a matter of common knowledge."); and Allen v. Gaskins, 2010 WL 1010014 (D.S.C. Feb. 18, 2010) (holding in a medical malpractice or medical negligence claim that §15-36-100(B) requires plaintiff to file an affidavit of an expert witness with his complaint when asserting a claim of professional negligence against a professional licensed or registered with the State of South Carolina).

Since the Legislature was clear in the Affidavit Statute in drafting language to address relevant contingencies that might prevent or excuse a Plaintiff from submitting the requisite affidavit, outside of these specific situations of stated exceptions, which are not present concerning Plaintiff's Complaint, the contemporaneous filing requirement must be

strictly enforced. It is undisputed in the instant matter that Plaintiff did not contemporaneously file or serve an affidavit of an expert with his Summons and Complaint. Further, the Court concludes this case does not fit within the "common knowledge" exception or any of the exceptions provided in §15-36-100, which, when reviewed in whole, the Court finds contains statutory provisions that are clear and unambiguous, and this matter must be dismissed as a matter of law.

Because Plaintiff's Complaint alleges professional negligence and because Plaintiff failed to contemporaneously attach, file and serve an affidavit of an expert with his Complaint, and because Plaintiff has failed to demonstrate his failure to file an expert's affidavit meets any exception under the Affidavit Statute, the Court grants Defendant Catoe's Motion to Dismiss as this matter merits dismissal.

V. CONCLUSION

For the reasons foregoing reasons, and based upon the applicable case and statutory law and the pleadings and record, viewed in the light most favorable to Plaintiff as the non-moving party, and based upon the failure of Plaintiff to file and serve an affidavit of an expert with his Summons and Complaint, I am constrained to conclude that Defendant Catoe's Motion to Dismiss is meritorious and this action merits dismissal. S.C. Code Ann. §15-36-100.

IT IS THEREFORE ORDERED, for the foregoing reasons, that Defendant Catoe's Motion to Dismiss is GRANTED. Rules 12(b)(1) and (6), S.C.R.Civ.P.

IT IS FURTHER ORDERED that this action is hereby dismissed without prejudice and judgment shall be entered in favor of Defendant Catoe.

AND IT IS SO ORDERED at Columbia, South Carolina this 11 day of
Feb, 2014.



Deandra G. Benjamin
South Carolina Circuit Court Judge, Presiding
Fifth Judicial Circuit

2013CP4005675

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTH JUDICIAL CIRCUIT

WILLIE J. RILEY

PLAINTIFF

VS.

DENNIS WAYNE CATOE
AND DOES,

DEFENDANT

COMPLAINT

JEANETTE W. McBRIDE
C.C.P. & G.S.

2013 SEP 17 PM 4:54

RICHLAND COUNTY
FILED

COMES NOW The Plaintiff, by the way of a Complaint, complaining of the above-named Defendants, who would respectfully shown unto this Court the following:

Complaint

1. Plaintiff Willie Riley, is a citizen of the State of South Carolina and resides in Richland County.
2. Defendant Dennis Wayne Catoe, is believe to be a citizen of the State of South Carolina and practices Law in the State of South Carolina also has a office located at 121 Executive Center Drive Suite 218 Congaree Building Columbia, South Carolina 29210.
3. The transaction took place in Columbia, South Carolina where the defendant is licensed and insured to practice law.
4. On July 22, 2008, Plaintiff Mr. Riley, purchased a foreclosure property for the sum of \$3,800.00 from Aurora Loan Services, LLC.

SEP 24 2013

5. The Plaintiff (Mr. Riley) retained defendant (Mr. Catoe) as counsel to represent and protect his interest in this property transaction which took place on July 29, 2008 at the defendant's place of business. The Plaintiff (Mr. Riley) also paid and purchased title insurance from (title insurance company name) which to believe that defendant also works for. A title searched was also paid for by the Plaintiff (Mr. Riley), but title abstract company was chosen by attorney.

6. After closing and getting what the Plaintiff believed was a clear title from the defendant (Mr. Catoe), the plaintiff (Mr. Riley) started and proceeded to do improvement work on the property for 8 months and in excess of \$35,000.00. The plaintiff Mr. Riley, was then approached by a gentleman named Mr. Ulysess Green, and he told the plaintiff Mr. Riley, that he was working on the wrong piece of property. The property that Mr. Green, said he sold was across the street. Which also was the property that should have been foreclosed on.

7. Plaintiff Mr. Riley, cease his improvements and after doing some research, which indicated that the gentleman Mr. Green was correct.

8. Plaintiff Mr. Riley, immediately contacted the defendant Mr. Catoe, to inform him of the error and to seek help in a resolution of the error. To the Plaintiff's surprise the defendant Mr. Catoe, told plaintiff Mr. Riley, to ignore the gentleman and if plaintiff Mr. Riley, had any other concerns to go seek another attorney. Defendant Mr. Catoe, stated, that he was not going to help with solving the problem and that this case was handled by a well respected law firm.

9. After the plaintiff Mr. Riley, realized that his attorney who he paid to protect his interest in this transaction was not going to help him. The plaintiff Mr. Riley, not having the money to pay another attorney to handle the case, called and searched to find an attorney who would look into the case for no up front money.

10. The plaintiff Mr. Riley, contacted Mr. Booth, attorney at law. Mr. Booth, agreed to hear and look into the case. After Mr. Booth, looked over the case and realized that there was a error in the case, he contacted the defendant Mr. Catoe, on the plaintiffs behalf and arranged a meeting between the plaintiff Mr. Riley, the defendant Mr. Catoe, the abstracter who was hired by the defendant, and Mr. Booth.

11. At the meeting the defendant Mr. Catoe, apologized for his manner and Plaintiff Mr. Riley, did not have the money to pay Mr. Booth to correct the problem. The defendant Mr. Catoe, took on the case in attempt to avoid a legal malpractice suit against him and the title insurer. Which the defendant Mr. Catoe, said would take no more than five months to clear up the title.

SEP 3 4 2008

12. The litigation took 59 months and 20 days from the date the plaintiff Mr. Riley received a defected title, to then receive an order from a judge giving the plaintiff Mr. Riley, a title to the property with a lien.

13. Plaintiff Mr. Riley believe that the defendant Mr. Catoe had a legal and moral duty to protect the interest of the plaintiff Mr. Riley, in this property purchased and litigation but he neglected to do so. Which has caused plaintiff Mr. Riley, not to be able to rent, sell, or use this property because of the defected title for 60 plus months.

14. Plaintiff Mr. Riley, believes that the defendant Mr. Catoe, did not do his legal and moral duties. Which was to protect and make plaintiff aware of any defects in the title. The defendant Mr. Catoe, should pay plaintiff \$750.00 a month for the out of pocket money that the plaintiff is out due to non-use of the property for excess of 60 months.

Claim 2

15. Plaintiff Mr. Riley, believes that defendant Mr. Catoe, had a legal right to represent and defend Plaintiff against a error as the Plaintiff's closing attorney and should not have turn the plaintiff away, causing or forcing plaintiff Mr. Riley, to obtain another attorney Mr. Booth, which resulted in a bill to the plaintiff in the amount of \$2,330.00.

16. Plaintiff Mr. Riley, believes that the defendant Mr. Catoe, should pay for the legal fees that plaintiff Mr. Riley has accrued in the amount of \$2,300.00 for the cost of another attorney.

Claim 3

17. During the length of the litigation the Plaintiff Mr. Riley, was not able to purchase property insurance, resulting the loss of electrical and plumbing materials and labor in the amount of \$10,100.00 due to vandalism and stolen materials.

18. Even though plaintiff Mr. Riley, is not accusing the defendant Mr. Catoe, of theft or vandalism. The defendant Mr. Catoe, should be held accountable for the Plaintiff Mr. Riley, loss due to his negligence in the handling of the closing causing the case to have to go for years unresolved. Defendant Mr. Catoe, could have prevented all of this by doing the job he was paid to do which was to protect the interest of his client, which was the Plaintiff Mr. Riley.

SEP 24 2013

19. Plaintiff Mr. Riley, believes that the defendant Mr. Catoe, should pay in the amount of \$10,100.00 for the loss of labor and materials, that plaintiff purchased and paid to have done, due to Plaintiff not being able to obtain property insurance due to the defective title.

Claim 4

20. During the vandalism and theft the property was damaged in the amount of \$2,341.00. Front and back door replacement and labor = \$750.00, sub floor replacement for kitchen and bathroom = \$374.00, replacement of tub/shower surround and labor = \$674.00, replacement of shower faucet and labor = \$268.00 and \$275.00 for over grown grass and trees that plaintiff paid to have cleared and removed years ago.

21. Plaintiff Mr. Riley believes that the defendant Mr. Catoe should have to pay in the amount of \$2,341.00 for the out of pocket expense that the plaintiff Mr. Riley had to accrue purchasing and getting these things done, as a result the plaintiff could not obtain insurance to protect against such losses due to the defective title.

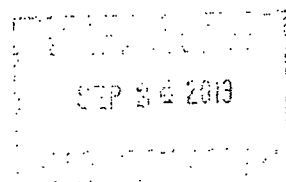
Claim 5

22. Due to the length of the litigation and because the plaintiff Mr. Riley has accrued to purchase and paid to get the outer insulation installed in the amount of \$2,300.00. Which now plaintiff Mr. Riley, has to remove and replace due to damage caused by the elements and theft. Resulting back to plaintiff Mr. Riley was unable to complete the improvements and obtain property insurance to protect against such loss due to the defective title.

Claim 6

24. Due to plaintiff Mr. Riley, not being able to complete improvements due to the defective title and the possibilities of seeking an claim under the BETTERMENT ACT, the plaintiff Mr. Riley, could not claim the property as his primary residence resulting the property to be put into an investment bracket causing the plaintiff Mr. Riley, to have to pay 6% instead of 4% for the property taxes. This cause the plaintiff Mr. Riley, to have to pay an overpayment in the excess of \$2,200.00 in property taxes.

25. Plaintiff Mr. Riley believe that the defendant Mr. Catoe, should be held liable for the cost of the over payment in taxes in the amount of \$2,200.00 due to the defective title causing the plaintiff Mr. Riley, not to be able to complete and make the property his primary residence.



Claim 7

26. During the litigation the first order was appealed by the opposing side attorney, resulting the order to be reverse and remanded. After winning the appeal the opposing side ask the courts for cost of the appeal and won. Plaintiff later discovered that the defendant Mr. Catoe did not file a response to the request in a timely manner and a judgement for cost was granted in the amount of \$2,414.72 against the plaintiff Mr Riley, resulting an order to pay Mr. Green, to be place against the property in its current order. The current order now makes the property still not clear to sell if the plaintiff Mr Riley, wish to do so, causing the title to remain defective in its current condition.

27. The plaintiff Mr. Riley, believes that the defendant should be held liable for cost of the appeal judgement in the amount of \$2,414.72 due to the fact that this litigation began from the title being defective, that the judgement order makes the title unclear and that the defendant did not file a response in an timely manner.

Claim 8

28. Due to the title being defective and the length of this litigation, the money that was borrowed by the plaintiff Mr. Riley, to do improvements on the property has not been paid back resulting in 5 years of interest payments in the amount of \$11,540.00 or the amount up to date.

29. The plaintiff Mr. Riley, believes that the defendant should be held liable for the cost of the interest payments in the amount of \$11,540.00 as a result that if it was not for the title being defective the plaintiff Mr. Riley, would have been able to pay back the loans from the refinance that the plaintiff had in place once the property was complete or from the monies that would have been saved from not having to make rent payments.

Claim 9

30. Due to the neglect and manner of the defendant, the length of this litigation and years of not being able to use the property as a home. Also, not being able to have access to the money the plaintiff Mr. Riley, invested in the property. The plaintiff Mr. Riley ask the courts to allow and award damages for emotional distress and suffering in the amount of \$50,000.00 or the amount the court may see fit.

SEP 24 2013

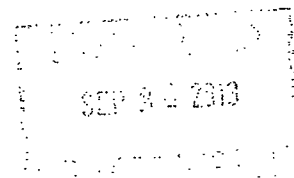
Plaintiff prays that,

1. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$45,000.00 for the non-use of property
2. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,330.00 for legal fees accrued from Mr. Booth.
3. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$10,100.00 for the replacement of electrical and plumbing materials and labor.
4. Judgement be granted ordering defendant to pay plaintiff in the monetary amount \$2,341.00 for the replacement of materials and labor for front and back door, sub floor for kitchen and bathroom, replacement of tub/shower surround, replacement of faucet for shower and yard clean up.
5. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,300.00 for replacement of insulation materials and labor.
6. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,200.00 for the over payment of property taxes.
7. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,414.72 for the cost that was awarded to Mr. Green for appeal cost and to clear up title.
8. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$11,540.00 or up to date cost for the loan interest that has accrued over the past 4 years.
9. Judgement be granted allowing the plaintiff to seek and be awarded monetary damages in the amount of \$50,000.00 for emotional distress and suffering for the past years or the amount the court may see fit, paid to the plaintiff by the defendant.

I Willie J Riley, plaintiff declare these statements to be true and facts.

Willie J Riley
84 Wild Indigo Court
Columbia, South Carolina, 29229.

September 17, 2013.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A No.: 2013-CP-40-05675
COUNTY OF RICHLAND	)	
Willie J. Riley,	)	
	)	
Plaintiff,	)	
	)	
v.	)	MOTION TO DISMISS
	)	ON BEHALF OF DEFENDANT
	)	DENNIS WAYNE CATOE
Dennis Wayne Catoe and Does,	)	
	)	[Rules 12(b)(1) and (6), S.C.R.Civ.P.]
Defendants.	)	

RICHLAND COUNTY
FILED
2013 OCT 17 AM 11:52
JENNIFER W. McBRIDE
C.C.P. & G.S.

TO: WILLIE J. RILEY, PRO-SE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Defendant Dennis Wayne Catoe, Esquire, [hereinafter "Catoe"], by and through his undersigned attorneys, ten (10) days hence, or as soon thereafter as counsel may be heard, will move before the Presiding Circuit Court Judge for an order dismissing the above captioned case based upon both the absence of subject matter jurisdiction and the Pro-se Plaintiff's failure to state facts sufficient to constitute any cause of action or any claim upon which relief may be granted against Defendant Catoe, pursuant to Rules 12(b) (1) and (6), S.C.R.Civ.P.

The instant motion is based upon the grounds that Pro-se Plaintiff, Willie J. Riley, ["Riley"] has failed in this matter to comply with the statutory law of the State of South Carolina for bringing a Complaint or action for damages alleging professional negligence, or legal malpractice, against this Defendant, specifically S.C. Code Ann. § 15-36-100 (Supp. 2012), as the Pro-se Plaintiff has failed to submit, file, or serve contemporaneously

with the filing and service of the Pro-se Plaintiff's Complaint an affidavit of an expert specifying any negligent act or omission by Attorney Catoe.

To sustain a viable claim and properly commence a professional negligence or legal malpractice cause of action or assert claims of negligent "acts, omissions and conduct" against a professional attorney like Defendant Catoe, a Plaintiff, such as Riley, must, under the provisions of § 15-36-100, provide an affidavit of a qualified expert.

Because the statutory prerequisite contained in § 15-36-100 of contemporaneously filing and serving an expert's affidavit with the original Complaint has not been met by Riley, and because this case does not fit within any of the exceptions provided in §15-36-100, this matter must be dismissed with prejudice as a matter of law. Rotureau v. Chaplin, 2009 WL 5195968 (D.S.C. Dec. 21, 2009).

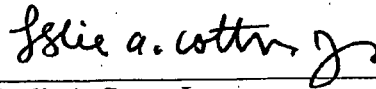
This motion shall be based upon the Summons and Complaint; upon the above-referenced grounds; upon the S.C.R.Civ.P. and applicable case and statutory laws; upon such affidavits or materials as may be submitted if the court should decide to receive evidence outside the pleadings and convert this Rule 12(b) Motion to a Rule 56, S.C.R.Civ.P., motion for summary judgment, FOR WHICH SPECIFIC NOTICE IS HEREBY GIVEN TO THE PRO-SE PLAINTIFF AND ALL PARTIES; and upon such argument or information as may be received by the court.

Therefore, the Defendant requests that the Complaint be dismissed with prejudice as to him in all capacities alleged; that the Defendant be awarded his costs and attorneys' fees for this action under applicable statutory provisions, the South Carolina Rules of Civil

Procedure and applicable case law; and that the Court award such other and further relief as deemed just and proper.

Respectfully submitted,

RICHARDSON, PLOWDEN & ROBINSON, P.A.



Leslie A. Cotter, Jr.
Post Office Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400 (Main #)
(803) 779-0016 (Fax)

ATTORNEYS FOR DEFENDANT
DENNIS WAYNE CATOE

October 17, 2013
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTH JUDICIAL CIRCUIT

WILLIE J. RILEY

2013 CP 4005675
)
)

PLAINTIFF

VS.

) AMENDED
) COMPLAINT
) (SEE ATTACHMENT)

DENNIS WAYNE CATOE
AND DOES,

)
)
) (JURY TRIAL REQUESTED)

DEFENDANT

)
)

RICHLAND COUNTY
FILED
2014 MAR -4 PM 4:52
JENNIFER W. HARRISON
C.C.P. & G.S.

COMES NOW The Plaintiff, by the way of a Complaint, complaining of the above-named Defendants, who would respectfully shown unto this Court the following:

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1. Plaintiff Willie Riley, is a citizen of the State of South Carolina and resides in Richland County.
2. Defendant Dennis Wayne Catoe, is believe to be a citizen of the State of South Carolina and practices Law in the State of South Carolina also has a office located at 121 Executive Center Drive Suite 218 Congaree Building Columbia, South Carolina 29210.
3. The transaction took place in Columbia, South Carolina where the defendant is licensed and insured to practice law.
4. On July 22, 2008, Plaintiff Mr. Riley, purchased a foreclosure property for the sum of \$3,800.00 from Aurora Loan Services, LLC.

5. The Plaintiff (Mr. Riley) retained defendant (Mr. Catoe) as counsel to represent and protect his interest in this property transaction which took place on July 29, 2008 at the defendant's place of business. The Plaintiff (Mr. Riley) also paid and purchased title insurance from (title insurance company name) which to believe that defendant also works for. A title searched was also paid for by the Plaintiff (Mr. Riley), but title abstract company was chosen by attorney.

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8. Plaintiff Mr. Riley, immediately contacted the defendant Mr. Catoe, to inform him of the error and to seek help in a resolution of the error. To the Plaintiff's surprise the defendant Mr. Catoe, told plaintiff Mr. Riley, to ignore the gentleman and if plaintiff Mr. Riley, had any other concerns to go seek another attorney. Defendant Mr. Catoe, stated, that he was not going to help with solving the problem and that this case was handled by a well respected law firm.

9. After the plaintiff Mr. Riley, realized that his attorney who he paid to protect his interest in this transaction was not going to help him. The plaintiff Mr. Riley, not having the money to pay another attorney to handle the case, called and searched to find an attorney who would look into the case for no up front money.

10. The plaintiff Mr. Riley, contacted Mr. Booth, attorney at law. Mr. Booth, agreed to hear and look into the case. After Mr. Booth, looked over the case and realized that there was a error in the case, he contacted the defendant Mr. Catoe, on the plaintiffs behalf and arranged a meeting between the plaintiff Mr. Riley, the defendant Mr. Catoe, the abstracter who was hired by the defendant, and Mr. Booth.

11. At the meeting the defendant Mr. Catoe, apologized for his manner and Plaintiff Mr. Riley, did not have the money to pay Mr. Booth to correct the problem. The defendant Mr. Catoe, took on the case in attempt to avoid a legal malpractice suit against him and the title insurer. Which the defendant Mr. Catoe, said would take no more than five months to clear up the title.

12. The litigation took 59 months and 20 days from the date the plaintiff Mr. Riley received a defected title, to then receive an order from a judge giving the plaintiff Mr. Riley, a title to the property with a lien.

13. Plaintiff Mr. Riley believe that the defendant Mr. Catoe had a legal and moral duty to protect the interest of the plaintiff Mr. Riley, in this property purchased and litigation but he neglected to do so. Which has caused plaintiff Mr. Riley, not to be able to rent, sell, or use this property because of the defected title for 60 plus months.

14. Plaintiff Mr. Riley, believes that the defendant Mr. Catoe, did not do his legal and moral duties. Which was to protect and make plaintiff aware of any defects in the title. The defendant Mr. Catoe, should pay plaintiff \$750.00 a month for the out of pocket money that the plaintiff is out due to non-use of the property for excess of 60 months.

Claim 2

15. Plaintiff Mr. Riley, believes that defendant Mr. Catoe, had a legal right to represent and defend Plaintiff against a error as the Plaintiff's closing attorney and should not have turn the plaintiff away, causing or forcing plaintiff Mr. Riley, to obtain another attorney Mr. Booth, which resulted in a bill to the plaintiff in the amount of \$2,330.00.

16. Plaintiff Mr. Riley, believes that the defendant Mr. Catoe, should pay for the legal fees that plaintiff Mr. Riley has accrued in the amount of \$2,300.00 for the cost of another attorney.

Claim 3

17. During the length of the litigation the Plaintiff Mr. Riley, was not able to purchase property insurance, resulting the loss of electrical and plumbing materials and labor in the amount of \$10,100.00 due to vandalism and stolen materials.

18. Even though plaintiff Mr. Riley, is not accusing the defendant Mr. Catoe, of theft or vandalism. The defendant Mr. Catoe, should be held accountable for the Plaintiff Mr. Riley, loss due to his negligence in the handling of the closing causing the case to have to go for years unresolved. Defendant Mr. Catoe, could have prevented all of this by doing the job he was paid to do which was to protect the interest of his client, which was the Plaintiff Mr. Riley.

19. Plaintiff Mr. Riley, believes that the defendant Mr. Catoe, should pay in the amount of \$10,100.00 for the loss of labor and materials, that plaintiff purchased and paid to have done, due to Plaintiff not being able to obtained property insurance due to the defective title.

Claim 4

20. During the vandalism and theft the property was damaged in the amount of \$2,341.00. Front and back door replacement and labor = \$750.00, sub floor replacement for kitchen and bathroom = \$374.00, replacement of tub/shower surround and labor = \$674.00, replacement of shower faucet and labor = \$268.00 and \$275.00 for over grown grass and trees that plaintiff paid to have cleared and removed years ago.

21. Plaintiff Mr. Riley believes that the defendant Mr. Catoe should have to pay in the amount of \$2,341.00 for the out of pocket expense that the plaintiff Mr. Riley had to accrued purchasing and getting these things done, as a result the plaintiff could not obtained insurance to protect against such losses due to the defective title.

Claim 5

22. Due to the length of the litigation and because the plaintiff Mr. Riley has accrued to purchased and paid to get the outer insulation installed in the amount of \$2,300.00. Which now plaintiff Mr. Riley, has to remove and replace due to damage caused by the elements and theft. Resulting back to plaintiff Mr. Riley was unable to complete the improvements and obtain property insurance to protect against such loss due to the defective title.

Claim 6

24. Due to plaintiff Mr. Riley, not being able to complete improvements due to the defective title and the possibilities of seeking an claim under the BETTERMENT ACT, the plaintiff Mr. Riley, could not claim the property as his primary residence resulting the property to be put into an investment bracket causing the plaintiff Mr. Riley, to have to pay 6% instead of 4% for the property taxes. This cause the plaintiff Mr. Riley, to have to pay an overpayment in the excess of \$2,200.00 in property taxes.

25. Plaintiff Mr. Riley believe that the defendant Mr. Catoe, should be held liable for the cost of the over payment in taxes in the amount of \$2,200.00 due to the defective title causing the plaintiff Mr. Riley, not to be able to complete and make the property his primary residence.

Claim 7

26. During the litigation the first order was appealed by the opposing side attorney, resulting the order to be reverse and remanded. After winning the appeal the opposing side ask the courts for cost of the appeal and won. Plaintiff later discovered that the defendant Mr. Catoe did not file a response to the request in a timely manner and a judgement for cost was granted in the amount of \$2,414.72 against the plaintiff Mr Riley, resulting an order to pay Mr. Green, to be place against the property in its current order. The current order now makes the property still not clear to sell if the plaintiff Mr Riley, wish to do so, causing the title to remain defective in its current condition.

27. The plaintiff Mr. Riley, believes that the defendant should be held liable for cost of the appeal judgement in the amount of \$2,414.72 due to the fact that this litigation began from the title being defective, that the judgement order makes the title unclear and that the defendant did not file a response in an timely manner.

Claim 8

28. Due to the title being defective and the length of this litigation, the money that was borrowed by the plaintiff Mr. Riley, to do improvements on the property has not been paid back resulting in 5 years of interest payments in the amount of \$11,540.00 or the amount up to date.

29. The plaintiff Mr. Riley, believes that the defendant should be held liable for the cost of the interest payments in the amount of \$11,540.00 as a result that if it was not for the title being defective the plaintiff Mr. Riley, would have been able to pay back the loans from the refinance that the plaintiff had in place once the property was complete or from the monies that would have been saved from not having to make rent payments.

Claim 9

30. Due to the neglect and manner of the defendant, the length of this litigation and years of not being able to use the property as a home. Also, not being able to have access to the money the plaintiff Mr. Riley, invested in the property. The plaintiff Mr. Riley ask the courts to allow and award damages for emotional distress and suffering in the amount of \$50,000.00 or the amount the court may see fit.

Claim 10

31. Due to the mandatory law statute S.C. Code. 15-36-100, failure to file an expert affidavit contemporaneously with Plaintiff complaint when alleging professional negligence. Plaintiff is asking for court cost of \$150.00 for filing and \$3500.00 for expert affidavit. Based on the grounds that it was mandatory and should fall in the rim of court cost, as it is mandatory and a complaint could not be filed without it.

Plaintiff prays that,

1. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$45,000.00 for the non-use of property
2. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,330.00 for legal fees accrued from Mr. Booth.
3. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$10,100.00 for the replacement of electrical and plumbing materials and labor.
4. Judgement be granted ordering defendant to pay plaintiff in the monetary amount \$2,341.00 for the replacement of materials and labor for front and back door, sub floor for kitchen and bathroom, replacement of tub/shower surround, replacement of faucet for shower and yard clean up.
5. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,300.00 for replacement of insulation materials and labor.
6. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,200.00 for the over payment of property taxes.
7. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$2,414.72 for the cost that was awarded to Mr. Green for appeal cost and to clear up title.

8. Judgement be granted ordering defendant to pay plaintiff in the monetary amount of \$11,540.00 or up to date cost for the loan interest that has accrued over the past 4 years.
9. Judgement be granted allowing the plaintiff to seek and be awarded monetary damages in the amount of \$50,000.00 for emotional distress and suffering for the past years or the amount the court may see fit, paid to the plaintiff by the defendant.
10. Judgement be granted for court cost of \$3650.00 to Plaintiff for filing fee and expert affidavit.

I Willie J Riley, plaintiff declares these statements to be true and facts.

Willie J Riley
84 Wild Indigo Court
Columbia, South Carolina, 29229.

March 4, 2014.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT OF MARK W. HARDEE

Personally appeared before me, Mark W. Hardee, who being duly sworn, deposes and states as follows:

1. The undersigned, Mark W. Hardee, being first duly sworn, gives this affidavit to the Court, and hereby states that the information contained herein is true to the best of my knowledge and belief.

2. I graduated from the University of South Carolina School of Law in 1986. I then went to work for the Richland County Public Defenders Office as an Assistant Public Defender for approximately two years. In the latter part of 1988, I went to work with the law firm of Lewis, Babcock, Pleicones & Hawkins located in Columbia, SC. While working with this firm, I was actively engaged in representing clients in complex litigation matters, including litigation involving property disputes, legal malpractice matters, and representing attorneys and members of the judiciary in ethics matters. I eventually became a partner with the firm and after approximately 13 years I left and started my own firm, The Hardee Law Firm. I have continued handling various complex litigation matters including, property disputes, legal ethics and legal malpractice actions. I am familiar with lawyer disciplinary proceedings, having participated in the litigation of discipline cases as a defense lawyer, and as special disciplinary council. I have served as litigation consultant or as a testifying expert in legal malpractice cases, and have spoken at continuing legal education seminars on the issue of lawyer's ethics.

3. This affidavit is presented under S.C. Code Sec. 15-36-100, which requires in a complaint against a lawyer, for the Plaintiff to file "an affidavit of an expert witness which must specify at least one negligent act or omission claimed to exist and the factual basis for each claim based on the available evidence at the time of the filing of the affidavit"

4. I have spoken to Willie J. Riley, and examined various documents, including documents relating to a quiet title action and appeal, and pleadings regarding Mr. Riley's case against Mr. Catoe. I have also reviewed various letters and emails from Dennis Wayne Catoe and Thomas B. Bryant.

5. Based on my conversation with Mr. Riley, and a review of the documents, it is my opinion that Dennis Wayne Catoe represented Mr. Riley in the purchase of property on or about July 22, 2008, and that Mr. Catoe breached the standard of care expected of attorneys practicing in the State of South Carolina during the relevant time period.

6. It is my opinion that Mr. Catoe, while representing Mr. Riley as the closing attorney on the purchase of the property, had a duty to assure that the title was free and clear of all title defects or advise Mr. Riley that the property was not clear of those defects, and to fully inform him as to his options to either clear the title defects, or not purchase the property. A title defect was later found to exist on the property. This title defect was not discovered by Mr. Catoe prior to the closing. Therefore it was never disclosed to Mr. Riley and was never cleared up prior to closing. This resulted in the necessity of a quiet title action. Due to the negligence of Mr. Catoe to conduct a proper investigation of the title to the property, and failure to issue a correct

title opinion in this matter, Mr. Cato breached the standard of care, which caused Mr. Riley damages.

8. All of my opinions contained in this affidavit are to a reasonable degree of professional certainty.



Mark W. Hardee

SWORN to and subscribed before me
This 28th day of February, 2014.

Brenda K. Howe

Notary Public for South Carolina

My Commission Expires: Dec 20, 2016

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

C/A No.: 2013-CP-40-05675

Willie J. Riley,)

Plaintiff,)

v.)

Dennis Wayne Catoe and Does,)

Defendants.)

**VERIFIED ANSWER TO AMENDED
COMPLAINT ON BEHALF OF
DEFENDANT DENNIS WAYNE CATOE**

Defendant Dennis Wayne Catoe, Esquire, [hereinafter "Catoe"], and in all capacities as alleged in the Amended Complaint, hereby answers the Amended Complaint of the Pro-se Plaintiff, Willie J. Riley, [hereinafter "Pro-se Plaintiff" or "Riley"], as filed on March 4, 2014, and served on March 6, 2014, as follows:

FOR A FIRST DEFENSE

1. That this Court lacks jurisdiction over the subject matter of the Pro-se Plaintiff's Amended Complaint against the Defendant.

FOR A SECOND DEFENSE

2. That the Amended Complaint fails to state facts sufficient to constitute any cause of action or any claim upon which relief may be granted against the Defendant as a matter of law.

FOR A THIRD DEFENSE

3. That each and every allegation of the Amended Complaint not hereinafter admitted is specifically denied and strict proof is thereof demanded.

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4. That Defendant Catoe responds to the allegations of the Amended Complaint, by paragraph numbers corresponding to the, respective, paragraph numbers of the Amended Complaint, as follows:

AS TO THOSE ALLEGATIONS UNDER THE HEADING "Complaint"
and the First (Unnumbered) Claim (Claim No. 1)

1. That the allegations contained in Paragraph 1 of the Amended Complaint concerning the residency and citizenship of Pro-se Plaintiff, Willie J. Riley, are admitted, upon present information and belief.
2. That only so much of the allegations contained in Paragraph 2 of the Amended Complaint is admitted as allege or imply that Defendant Catoe is an attorney licensed and practicing in the State of South Carolina, and that Mr. Catoe is a citizen and resident of Richland County, South Carolina. By way of further answer, Mr. Catoe's contact and actions with respect to the Pro-se Plaintiff, and to the allegations and all references to Defendant in the Amended Complaint, were undertaken by Mr. Catoe with good faith as a private attorney whose law firm is located in Richland County for which Mr. Catoe works and is employed.

Moreover, Mr. Catoe's conduct and actions, as well as the conduct and actions of his law firm, with respect to the Pro-se Plaintiff and to the allegations and subject matters contained in the Amended Complaint were undertaken at all times in good faith, specifically objectively in good faith, and without any intent to harm. Defendant Catoe denies that he has engaged in any alleged professional negligence or legal malpractice, any breach of any legal duties owed, any breach of any duties, any alleged negligence, any improper or wrongful conduct, any intentional or unintentional tortious conduct, and any actionable conduct whatsoever toward the Pro-se Plaintiff and/or as alleged under any legal theory or claim advanced by the Pro-se Plaintiff in the Amended Complaint for which liability is claimed and damages are sought.

In addition, with respect to the allegations contained in the affidavit of Mark W. Hardee, Esquire, which is attached to Pro-se Plaintiff's Amended Complaint, Defendant denies and disputes not only Mr. Hardee's claims in his affidavit but also denies that this affidavit complies with the provisions of S.C. Code Ann. § 15-36-100. Further, Defendant, also, denies any attempts to impose or allege liability claims, professional negligence claims, legal malpractice claims, or recover damages or any relief against Defendant under any theories advanced by Pro-se Plaintiff or other parties or any witnesses retained or proffered. Defendant reaffirms his denial of Pro-se Plaintiff's allegations which assert any purported liability, negligence, wrongful or actionable conduct by Defendant. Defendant

denies all allegations with respect to alleged liability and alleged damages issues asserted against him. Strict proof is demanded of all allegations.

- 3-5. That only so much of the allegations contained in Paragraphs 3 through 5, inclusive, of the Amended Complaint is admitted as allege or imply that Defendant Cat  e was retained as the closing attorney concerning a real estate transaction involving the sale of a parcel of land located at 2181 Whittaker Parkway, Orangeburg, South Carolina 29115, which is located in Orangeburg County, South Carolina, being known, shown and designated as:

All that certain piece, parcel or lot of land, lying and being in School District No. 5, outside Orange Township, Orangeburg County, South Carolina, designated as Lots Nos. 11 and 12 on subdivision plat of property of Willie Jones by H. Frank O'Cain, C.E., dated September 19, 1960, bounded and measuring as follows: Northwest by lands of Willie Jones and measuring thereon Two Hundred (200) Feet; Northwest by lands of Willie Jones and measuring thereon One Hundred twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two hundred Feet (200); and southwest by county road, and measuring thereon one hundred Twenty (120) feet. Said lot being a portion of that same tract of land of ninety-six acres, more or less:

This is the same property conveyed to Aurora Loan Services, LLC, by deed of O. Davis Burgdorf, Master in Equity, dated June 18, 2007, and recorded in Office of the Register of Deeds for Orangeburg County on July 3, 2007, in Deed Book 1217 at page 224.

TMS # 0182-14-04-012.000
aka 2181 Whittaker Parkway, Orangeburg, SC 29115

[hereinafter "Subject Property"], in which the Seller of the Subject Property was Aurora Loan Services, LLC, and the Purchaser of the Subject Property was Mr. Riley, and the purchase price of the Subject Property was \$3,800.00 in a "cash sale."

In addition, Defendant would crave reference to the filed deed in this July 29, 2008, real estate closing transaction involving the Subject Property, which was recorded and filed on August 1, 2008, in the Orangeburg County Register of Deeds Office in Deed Book 1276 at pages 263 to 267, a true and correct copy of which deed is attached hereto as Exhibit A. Further, Defendant would, also, crave reference to the real estate closing documents and file materials for the real estate sales transaction and the real estate closing concerning the Subject Property, and

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concerning the attached Exhibit A, as containing the best evidence of the real estate transaction and real estate closing transaction involving this particular Subject Property located in Orangeburg County, South Carolina. Any remaining or contrary allegations are denied. Defendant reaffirms his denial of any allegations of liability and any allegations of claimed damages being asserted by Mr. Riley. Strict proof is thereof demanded.

6. That the allegations contained in Paragraph 6 of the Amended Complaint, as worded, are allegations which do not involve and do not refer to this Defendant and, also, contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.
7. That the allegations contained in Paragraph 7 of the Amended Complaint, as worded, are allegations which do not involve and do not refer to this Defendant and, also, contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.
8. That the allegations contained in Paragraph 8 of the Amended Complaint, as worded, can neither be admitted nor denied; contain subjective, self-serving allegations referring to "the Plaintiff's surprise;" and contain other implications which can neither be admitted nor denied as worded; and, therefore, these allegations are denied. Strict proof is thereof demanded.
9. That the allegations contained in Paragraph 9 of the Amended Complaint, as worded, are allegations which do not involve and do not refer to this Defendant and, also, contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.
10. That the allegations contained in Paragraph 10 of the Amended Complaint, as worded, are allegations which do not involve and do not refer to this Defendant and, also, contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. In addition, by way of further answer, only so much of the allegations contained in Paragraph 10 is admitted as allege or imply that Defendant Catoe did engage in communications and meetings with William E. Booth, III, Esquire, beginning on or about June 3, 2009, as Mr. Booth was involved and served as an attorney for or represented Mr. Riley with respect to the real estate closing transaction on the above-referenced Subject Property and related issues. Any remaining or contrary

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allegations are denied. Strict proof is demanded of all attempts to impose liability or damages against this Defendant.

11. That the allegations contained in Paragraph 11 of the Amended Complaint, as worded, are denied. Strict proof is thereof demanded.
12. That only so much of the allegations contained in Paragraph 12 of the Amended Complaint is admitted as allege or imply that Defendant Catoe, as an accommodation to both Mr. Riley and Mr. Booth, who was serving as Mr. Riley's counsel, and with the consent of Mr. Riley and Mr. Booth, and with no admission by Defendant Catoe of any negligence, legal malpractice, or wrongdoing, agreed to pursue, and did pursue, an action to quiet title and clear up the underlying confusion concerning the Subject Property, which was caused by others and by and through confusing, incomplete, or incorrect public records and prior transactions or actions by others. Accordingly, Defendant Catoe filed and pursued a non-jury civil action to quiet title styled as Willie Riley v. Ulysses Green, et al., which was filed in the Orangeburg County Court of Commons Pleas, with Civil Action No. 2009-CP-38-1696. A true and correct copy of the October 15, 2009, Summons and Complaint filed in this non-jury quiet title action is attached hereto as Exhibit B. A true and correct copy of the [post-appeal] final order, or "Order of Judgment Upon New Trial," as filed on June 20, 2013, by The Honorable James B. Jackson, Jr., Master-in-Equity for Orangeburg County, in this quiet title action is attached hereto as Exhibit C. Defendant Catoe would crave reference to the court filings, records, and pleadings, as well as the appellate court filings, pleadings, and records in this quiet title action styled as Willie Riley v. Ulysses Green, et al. as containing the best evidence of, and a complete statement of, the documents, records, events, circumstances involving that action as well as any allegations of Plaintiff concerning that action referenced in the Amended Complaint. Any remaining or contrary allegations are denied. Strict proof is thereof demanded.
13. That the allegations contained in Paragraph 13 of the Amended Complaint appear to state or contain legal conclusions, legal concepts, legal arguments, or references to legal duties, which are assertions that can neither be admitted or denied; and, therefore, these allegations are denied. In addition, this Defendant denies any allegations attempting to impose liability or damages under any theory alleged by Plaintiff. Strict proof is demanded of all allegations.
14. That the allegations contained in Paragraph 14 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 2"

15. That the allegations contained in Paragraph 15 of the Amended Complaint are denied. Strict proof is thereof demanded.

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16. That the allegations contained in Paragraph 16 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 3"

17. That the allegations contained in Paragraph 17 of the Amended Complaint do not involve and do not refer to this Defendant and also contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.
18. That the allegations contained in Paragraph 18 of the Amended Complaint are denied. Strict proof is thereof demanded.
19. That the allegations contained in Paragraph 19 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 4"

20. That the allegations contained in Paragraph 20 of the Amended Complaint do not involve and do not refer to this Defendant and also contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.
21. That the allegations contained in Paragraph 21 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 5"

22. That the allegations contained in Paragraph 22 of the Amended Complaint do not involve and do not refer to this Defendant and also contain allegations on which this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.
23. That Defendant Catoe notes that there is no Paragraph "23" contained in the Amended Complaint, as this paragraph number is omitted by Pro-se Plaintiff; and, therefore, no response required.

For Allegations Under "Claim No. 6"

24. That the allegations contained in Paragraph 24 of the Amended Complaint do not involve and do not refer to this Defendant and also contain allegations on which

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this Defendant lacks sufficient present knowledge and information with which to admit or deny these allegations as worded in their entirety; and, therefore, these allegations are denied. Strict proof is thereof demanded.

25. That the allegations contained in Paragraph 25 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 7"

26. That the allegations contained in Paragraph 26 of the Amended Complaint, as worded, are denied. By way of further answer, Defendant Catoe would crave reference to official court records and documents contained in the above referenced quiet title action, including but not limited to Exhibits B and C, as containing the best evidence of the pleadings, filings, orders, documents, records, and circumstances concerning that action. Any remaining or contrary allegations are denied. Strict proof is thereof demanded.
27. That the allegations contained in Paragraph 27 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 8"

28. That the allegations contained in Paragraph 28 of the Amended Complaint are denied. Strict proof is thereof demanded.
29. That the allegations contained in Paragraph 29 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 9"

30. That the allegations contained in Paragraph 30 of the Amended Complaint fail to state a claim upon which relief may be granted against this Defendant as a matter of law. In addition, the allegations contained in Paragraph 30 of the Amended Complaint are denied. Strict proof is thereof demanded.

For Allegations Under "Claim No. 10"

31. That the allegations contained in Paragraph 31 of the Amended Complaint fail to state a claim upon which relief may be granted against this Defendant as a matter of law. In addition, the allegations contained in Paragraph 31 of the Amended Complaint are denied. Strict proof is thereof demanded. By way of further response, Defendant denies all listed components or elements of claimed damage relief sought or referenced in the Prayer for Relief or elsewhere in the Amended Complaint by Plaintiff. Strict proof is demanded of all allegations against Defendant Catoe.

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5. That Defendant Catoe denies all allegations with respect to both alleged liability and damages issues asserted in the Amended Complaint and in the Prayer for Relief in the Amended Complaint. Strict proof is thereof demanded of all allegations against Defendant Catoe by Pro-se Plaintiff.

FOR A FOURTH DEFENSE AND AN AFFIRMATIVE DEFENSE

6. That the claims of the Pro-se Plaintiff against Defendant Catoe are barred by the applicable statute(s) of limitations which are affirmatively pled and serve as bars to the within action as a matter of law.

FOR A FIFTH DEFENSE AND AN AFFIRMATIVE DEFENSE

7. That any injuries or damages allegedly suffered by the Pro-se Plaintiff were due to or caused by or resulted from the actions, inactions, omissions, records, and/or conduct of other people, parties and/or entities over whom Defendant Catoe had no responsibility or control, which is herewith plead and asserted as an affirmative defense and complete or partial bar to any recovery sought by the Pro-se Plaintiff herein as a matter of law.

FOR A SIXTH DEFENSE AND AN AFFIRMATIVE DEFENSE

8. That any injuries or damages allegedly suffered by the Pro-se Plaintiff were due to or caused by preceding, superseding and/or intervening acts, omissions, occurrences, events, developments, transactions, records, or circumstances beyond the control of the Defendant, such that the preceding, superseding and/or intervening acts, omissions, occurrences, events, complications, conditions, transactions, records, or circumstances are the proximate cause of the claimed injuries and damages, if any, as a matter of law.

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FOR A SEVENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

9. That any injury or damage allegedly sustained by Pro-se Plaintiff, as a result of matters alleged in the Amended Complaint, could not be avoided and/or were the result of circumstances, conditions, conduct, records, or information and/or developments, events, acts, omissions, errors, complications, occurrences, transactions, records, precedents, representations or actions by others for which the Defendant is not legally responsible as a matter of law; and, thus, Defendant herewith pleads and asserts this as an affirmative defense and/or avoidance and complete bar to this action and any monetary relief sought.

FOR AN EIGHTH DEFENSE AND AN AFFIRMATIVE DEFENSE

10. That Pro-se Plaintiff's claims are barred due to: the sole negligence, gross negligence, willful, wanton conduct of Pro-se Plaintiff; the actions, inactions, omissions, conduct, negligence of the Pro-se Plaintiff; the contributory and/or comparative negligence of Pro-se Plaintiff; the assumption of the risk of the Pro-se Plaintiff; and/or other actions and conduct of Pro-se Plaintiff for which Defendant is not responsible as a matter of law.

FOR A NINTH DEFENSE AND AN AFFIRMATIVE DEFENSE

11. That Pro-se Plaintiff's claims are barred under the doctrine or principle of unclean hands which is pled as and serves as an affirmative defense and bar the within action.

FOR A TENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

12. That Pro-se Plaintiff's claims are barred under the doctrine or principle of waiver which is pled as and serves as an affirmative defense and bar to the within action.

FOR AN ELEVENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

13. That Pro-se Plaintiff's claims are barred under the doctrine or principle of consent which is pled as and serves as an affirmative defense and bar to the within action.

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FOR A TWELFTH DEFENSE AND AN AFFIRMATIVE DEFENSE

14. That Pro-se Plaintiff's claims are barred under the doctrine or principle of ratification which is pled as and serves as an affirmative defense and bar to the within action.

FOR A THIRTEENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

15. That Pro-se Plaintiff's claims are barred under the doctrine or principle of estoppel which is pled as and serves as an affirmative defense and bar to the within action.

FOR A FOURTEENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

16. That Pro-se Plaintiff's claims are barred under the doctrine or principle of mistake which is pled as and serves as an affirmative defense and bar to the within action.

FOR A FIFTEENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

17. That Pro-se Plaintiff unreasonably failed to take advantage of any avoidance matters, due diligence, preventative or corrective measures or opportunities provided or available concerning the occurrences, events, circumstances, developments, conditions, transactions, documentation, records, claims, losses or damages alleged in the Amended Complaint, which are now claimed as a part of or a basis for any claims for liability for which Pro-se Plaintiff seeks to impose against Defendant and/or for which Pro-se Plaintiff seeks monetary damage or other relief from Defendant; and, this serves as, and is plead as, an affirmative defense or avoidance and bar to the requested relief.

FOR A SIXTEENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

18. That Pro-se Plaintiff has failed to mitigate, or take reasonable steps or opportunities to avoid or to mitigate, any damages allegedly suffered and damages sought as relief under any legal theory or claim advanced in the Amended Complaint.

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FOR A SEVENTEENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

19. That pro-se Plaintiff, by and through the "Order of Judgment Upon New Trial," which is attached as Exhibit C, received all the relief, and the satisfaction, as a matter of law, to which he was entitled, all of which is raised as and serves as an affirmative defense and avoidance as a matter of law.

FOR AN EIGHTEENTH DEFENSE AND AN AFFIRMATIVE DEFENSE

20. That Pro-se Plaintiff has not suffered any damages proximately caused by the conduct of Defendant Catoe under any legal theory advanced in the Amended Complaint.

FOR A NINETEENTH AND AN AFFIRMATIVE DEFENSE

21. That the conduct of Defendant Catoe is not the proximate cause of Pro-se Plaintiff's damages and injuries, if any, which the Defendant specifically denies.

FOR A TWENTIETH DEFENSE AND AN AFFIRMATIVE DEFENSE

22. That Pro-se Plaintiff is not entitled to any claimed or asserted damages or costs set forth in any of the enumerated "claims" in the Amended Complaint or based on any matter advanced in the Amended Complaint, as a matter of law.

FOR A TWENTY-FIRST DEFENSE AND AN AFFIRMATIVE DEFENSE

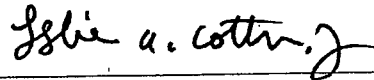
23. That Defendant Catoe reserves, and specifically does not waive, any and all additional defenses which may become available or appear through the discovery process or otherwise, in this matter; and, in addition, Defendant reserves the right to Amend this Answer to include additional defenses or withdraw others after the completion of discovery and at other times thereafter up to and including during a potential trial.

WHEREFORE, having fully answered the Amended Complaint herein, Defendant Catoe demands that the Amended Complaint and all claims asserted be dismissed with prejudice as to

P-PR
JUL. 8

him in all capacities; requests that the Defendant be awarded his costs and attorneys' fees under applicable statutory provisions, rules and case law; and requests that the Court award such other and further relief as deemed just and proper.

RICHARDSON, PLOWDEN & ROBINSON, P.A.



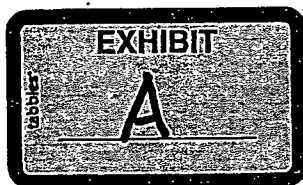
Leslie A. Cotter, Jr.
Post Office Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400 (Main #)
(803) 779-0016 (Fax)

ATTORNEYS FOR DEFENDANT DENNIS WAYNE
CATOE

March 19, 2014
Columbia, South Carolina

D-BK:01276 PG:0263

After Recording Return To:

~~Buist, Byars & Taylor~~

FILED Aug 01, 2008 04:13:33 pm

BOOK 01276

PAGE 0263 THRU 0267

INSTRUMENT # 2008003172

A handwritten signature in black ink, appearing to read "Scott B. Taylor".

 FILED
 ORANGEBURG
 COUNTY
 GAIL LANEY
 REGISTER
 OF DEEDS

SCR-080700298A

State of South Carolina)

County of Orangeburg)

SPECIAL WARRANTY DEED

Orangeburg County 08-01-2008
SOUTH CAROLINA

County Revenue Stamp \$4.40

State Revenue Stamp \$10.40

KNOW ALL MEN BY THESE PRESENTS,

 Aurora Loan Services, LLC
 601 Fifth Avenue, Scottsbluff, NE 69361

(hereinafter called "Grantor"), for and in consideration of the sum of Three Thousand Eight Hundred (\$3,800.00) Dollars to it in hand paid at and before the sealing of these presents by

Willie Riley

(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released and by these Presents does hereby grant, bargain, sell and release unto the Grantee his/her/their heirs, successors and assigns:

THIS PROPERTY IS MORE COMMONLY KNOWN AS 2181 WHITTAKER PARKWAY, ORANGEBURG, SOUTH CAROLINA, 29115 AND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED. HERETO AND MADE A PART HEREOF BY REFERENCE.

Subject to all easements and restrictions of record and otherwise affecting the property and matters and accurate survey would reveal.

TOGETHER, with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in any wise incident or pertaining.

TO HAVE AND TO HOLD, all singular the premises before mentioned unto the Grantee, his/her/ their heirs, successors forever, and the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee, his/her/their successors and assigns against the lawful claim of any person claiming by, through or under the Grantor.

ENTERED IN THE OFFICE OF ASSESSOR
 MAP 018-2 SHEET 19 BLOCK 04 PARCEL 012
 THIS 4th DAY OF August 2008
 ORANGEBURG COUNTY JIM McLEAN, COUNTY ASSESSOR

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

 Deed Prepared By:
 Morris Hardwick Schneider, LLC

 REQ_SC_SpecialWarrantyDeed(rw).rdw
 ID / DS 5.20.2008

1 of 3

 SCR-080700298A
 07/22/08 @ 12:15 PM

D-BK:01276 PG:0264

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its undersigned officer(s) and its seal to be hereto affixed.

Date: July 22 2008

Aurora Loan Services, LLC



Signed By: [Signature] (SEAL)

Signature of Corporate Officer
Name of Officer: John Baker

It's: AMP (Title)

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 -

[Signature]
Witness #2 -

State of Colorado
County of Douglas

Personally appeared before me the undersigned witness who, being duly sworn says that (s)he saw within named Grantor by its officer(s) as its act and deed, sign, seal and deliver the within Deed and that (s)he with other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 22 day of

July 2008
[Signature]
Notary Public for the State of

[Signature]
Witness #1 -

My commission expires: _____

[Seal]

RANA SERNA
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 07/19/2011

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

RED_SC_SpecialWarrantyDeed(rv).rdw
JD / DS 520.2008

2 of 3

Deed Prepared By:
Morris Hardwick Schneider, LLC

SCR-080700298A
07/22/08 @ 12:15 PM

D-BK:01276 / 0265

Exhibit "A"

ALL THAT CERTAIN PIECE, PARCEL OF LOT OF LAND, LYING AND BEING IN SCHOOL DISTRICT NO. 5, OUTSIDE ORANGE TOWNSHIP, ORANGEBURG COUNTY, SOUTH CAROLINA, DESIGNATED AS LOTS NOS. 11 AND 12 ON SUBDIVISION PLAT OF PROPERTY OF WILLIE JONES BY H. FRANK O'CAIN, C.E., DATED September 19, 1960, BOUNDED AND MEASURING AS FOLLOWS: NORTHEAST BY LANDS OF WILLIE JONES, AND MEASURING THEREON TWO HUNDRED (200) FEET; NORTHWEST BY LANDS OF WILLIE JONES AND MEASURING THEREON ONE HUNDRED TWENTY (120) FEET; SOUTHWEST BY LOT NO. 10 OF SAID PLAT, LANDS OF WILLIE JONES, AND MEASURING THEREON TWO HUNDRED (200) FEET; AND SOUTHWEST BY COUNTY ROAD, AND MEASURING THEREON ONE HUNDRED TWENTY (120) FEET. SAID LOT BEING A PORTION OF THAT SAME TRACT OF LAND OF NINETY-SIX ACRES, MORE OF LESS.

THIS IS THE SAME PROPERTY CONVEYED TO Aurora Loan Services, LLC BY DEED OF O. Davie Burgdorf, Master in Equity, DATED June 18, 2007 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ORANGEBURG COUNTY ON July 3, 2007 IN DEED BOOK 1217 AT PAGE 224.

TMS #0182-14-04-012.000

0273320

2181 WHITTAKER PARKWAY, ORANGEBURG, SOUTH CAROLINA 29115

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

Deed Prepared By:
MorrisHardwickSchneider, LLCREQ_SC_SpecialWarrantyDeed(rev).ndw
JD / DS 5.20.2008

3 of 3

SCR-080700298A
07/22/08 @ 12:15-PM

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 2181 Whittaker Parkway, Orangeburg, SC, bearing Orangeburg County Tax Map Number 0182-14-04-012.000, was transferred by Aurora Loan Services, LLC to Willie Riley on July 22, 2008.
3. Check one of the following: The deed is
 - (a) X Subject to the deed recording fee as a transfer for consideration paid, or to be paid, in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
- (a) X The fee is computed on the consideration paid, or to be paid, in money or money's worth in the amount of \$3,800.00
- (b) _____ The fee is computed on the fair market value of the realty that is _____
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes _____ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:
- (a) Place the amount listed in item 4 above here: \$3,800.00
- (b) Place the amount listed in item 5 above here: _____
- (If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$14.80
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney

D-BK:01276 PG:0267

Page 2 of 2

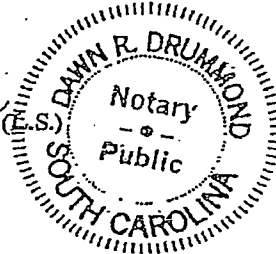
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Dennis Wayne Cator

Dennis W. Cator

SWORN to before me this 30th
day of July, 2008

Dawn R. Drummond
Notary Public for South Carolina
My Commission Expires: 08/05/08



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity that may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivision to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operated or to take functional control of electric transmission assets as defined the Federal Power Act.

STATE OF SOUTH CAROLINA

COUNTY OF Orangeburg

Willie Riley

Plaintiff(s)

Ulysses Green et al

vs.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2009-CP-38-1696



(Please Print)

Submitted By: Dennis Wayne Cator

Address: P.O. Box 601
Irmo, SC 29063

SC Bar #: 1164

Telephone #: 803 407-2500

Fax #: 803 612-5135

Other:

E-mail: DW.Cator@scbar.org

NOTE: The cover sheet 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 cover sheet 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)

- Contracts**
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

- Torts - Professional Malpractice**
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

- Torts - Personal Injury**
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

- Real Property**
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☒ Other (499) quiet title

- Inmate Petitions**
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

- Judgments/Settlements**
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Other (799)

- Administrative Law/Relief**
- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

- Appeals**
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Administrative Law Judge (980)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

- Special/Complex/Other**
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Sexual Predator (510)

Submitting Party Signature:

Dennis Wayne Cator

Date:

10-19-09

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

) IN THE COURT OF COMMON PLEAS
) FOR THE FIRST JUDICIAL CIRCUIT

Willie Riley,

PLAINTIFF,

vs.

Ulysses Green, individually and

as Personal Representative of the

Estate of Daniel Green, the Estate of Daniel Green

Pearlie Mae Graves, Sarah Lee Green, Daniel Green, III

Mildred Ann Green, Larry B. Green, Thomas Price, John Doe

and Richard Roe, fictitious persons designated to represent

all the unknown heirs and distributees of Ernestine Green and

Daniel Green, Jr. deceased, and all other unknown person or

persons claiming through them or any infant or person under

disability or in the Armed Forces of the United States of

America and Mary Roe, fictitious person designated to

represent the surviving spouse of the parties herein

claiming a spousal interest in the herein described real

property and John Doe, Richard Roe and Mary Roe,

fictitious persons designated as a class to represent all other

persons unknown claiming any right, title, interest or

lien upon the real estate described herein, and TO WHOM

IT MAY CONCERN.

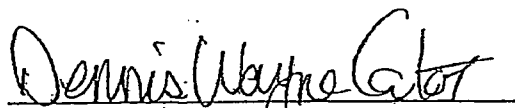
DEFENDANTS.

SUMMONS

(NON-JURY)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to said Complaint on the subscriber at his office at 121 Executive Center Drive, Suite 218, Congaree Bldg, Columbia, South Carolina 29210, within thirty (30) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within said time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded in the Complaint.



DENNIS WAYNE CATOE, ESQUIRE

ATTORNEY FOR PLAINTIFF

121 Executive Center Drive
Suite 218, Congaree Bldg.
Columbia, South Carolina 29210
P.O. Box 601
Irmo, South Carolina 29063
(803) 407-2500

October 15, 2009

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

) IN THE COURT OF COMMON PLEAS
) FOR THE FIRST JUDICIAL CIRCUIT

Willie Riley,

PLAINTIFF,

vs.

Ulysses Green, individually and

as Personal Representative of the

Estate of Daniel Green, the Estate of Daniel Green

Pearlie Mae Graves, Sarah Lee Green, Daniel Green, III

Mildred Ann Green, Larry B. Green, Thomas Price, John Doe

and Richard Roe, fictitious persons designated to represent

all the unknown heirs and distributees of Ernestine Green and

Daniel Green, Jr. deceased, and all other unknown person or

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disability or in the Armed Forces of the United States of

America and Mary Roe, fictitious person designated to

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claiming a spousal interest in the herein described real

property and John Doe, Richard Roe and Mary Roe,

fictitious persons designated as a class to represent all other

persons unknown claiming any right, title, interest or

lien upon the real estate described herein, and TO WHOM

IT MAY CONCERN.

DEFENDANTS.

COMPLAINT

(NON-JURY)

COMES NOW The Plaintiff, by way of a Complaint, complaining of the above-named Defendants, who would respectfully shown unto this Court the following:

1. Plaintiff, Willie Riley, is a resident and citizen of the County of Orangeburg, State of South Carolina and the property which is subject to this action is located in the County of Orangeburg, State of South Carolina.

2. Upon information and belief and after diligent efforts Defendants, Ulysses Green, individually and as the Personal Representative of the Estate of Daniel Green, and Sarah Lee Green are residents and citizens of the County of Richland, State of South Carolina. Upon information and belief and after diligent efforts Defendant, Mildred Ann Green, is a resident and citizen of the County of Orangeburg, State of South Carolina. Upon information and belief and after diligent efforts, Pearlie Mae Graves, is a resident and citizen of the City of Durham, County of Durham, State of North Carolina. Upon information and belief and after diligent efforts, Daniel Green, III, is a resident and citizen of the Town of Lakeview Terrace, County of Los Angeles, State of California. Upon information and belief and after diligent efforts Defendant, Thomas Price, is a resident and citizen of the Town of College Park, County of Clayton, State of Georgia. Upon information and belief and after diligent efforts Defendant, Larry Green, is a resident and citizen of the Town of Eastover, County of Richland, State of South Carolina. The residency, addresses, or whereabouts of the remaining Defendants or if they are living is unknown.

**For a First
Cause of Action
(Reformation Lot 3)**

3. The Defendant, the Estate of Daniel Green 2000-ES-38-179, and /or Ulysses Green, individually and/or as the Personal Representative of the Estate of Daniel Green, is an owner of a lot of land know as 2181 Whittaker Parkway, Orangeburg, South Carolina, in Orangeburg County and more fully described herein below:

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, being all of Lot 3 and the eastern half of Lot 2, as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat book 17 at Page 83, together having the following boundaries and measurements: Northwest by S.C. Highway S-38-796 and fronting thereon 135 feet. Northeast by property of Jones Terrace subdivision 135 feet and Southwest by remaining one-half portion of lot 2 on said plat 150 feet. The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr. by deed of George R. Zimmerman dated February 22, 1971 and being recorded February 23, 1971, in Deed Book 341 at Page 189 in the Office of the Clerk of Court for the State and County aforesaid.

TMS # 0182-14-05-014.000 (new) 0192-15-08-006.000 (old)
aka 2181 Whittaker Parkway, Orangeburg, SC

4. On or before May 19, 2006, Ulysses Green, individually and/or as the Personal Representative of the Estate of Daniel Green, and Harriet Felder entered into a real estate sales contract in writing, pursuant to which Harriet Felder agreed to purchase and defendant agreed to sell for the sum of \$70,000.00 the property described as follows: 2181 Whittaker Parkway, Orangeburg, SC A closing was done on May 19, 2006. This sale arose from Probate Order of the Estate of Daniel Green 2000-ES-38-179 dated February 1, 2006, attached as Exhibit A, that ordered the sale of two lots, Lot 3 and Lot 1, both located on Whitaker Parkway.

5. As a consequence, a deed to these premises was prepared by Kenneth W. Ebener, Esquire, of Superior Closing & Title Services, the attorney for the Defendant, Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green. The Orangeburg County Register of Deeds Office records reflect a deed from Mr. Green as PR for the Estate of Daniel Green to Harriet Felder dated 5-19-06 and recorded 5-25-06 at Deed Book 1152 at Page 198, attached as Exhibit B. The defendant's attorney and /or title company omitted from the premises the correct property description the property intended to be conveyed under the contract as Lot 3. In preparing this deed, the defendant's attorney inadvertently and incorrectly described the premises to be the conveyed as: Lots 11 and 12 which were not real estate lots

wholly owned by the Plaintiff Ulysses Green or Estate of Daniel Green and were not listed as part of the Estate of Daniel Green nor authorized in the above mentioned Probate Order.

6. This mistake of the defendant's attorney was not known to either party or defendant at the time the deed was executed and delivered and was not discovered by them until some time later after the transaction had closed and the deed recorded.

7. Plaintiff is informed and believes that it was the intention and understanding of the Defendant, Harriet Felder, and defendant, Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, that the deed should convey to the Defendant, ~~Harriet Felder the premises set forth in the contract. The deed containing the erroneous~~ descriptions set forth above was made, executed and delivered by the defendant, Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, to Harriet Felder, and the consideration was paid through the mutual mistake of the parties.

8. Further, defendant's attorney made the same error in the property description in preparing a mortgage from Harriet Felder, the purchaser, to First Franklin Mortgage, thereafter assigned to Aurora Mortgage, for \$73,000.00. The Orangeburg County Register of Deeds Office records reflect a mortgage dated 5-19-06 and recorded 5-25-06 at Mortgage Book 1710 at Page 77. Both the deed and mortgage reflect the property description as Lots 11 and 12 instead of Lot 3.

9. Subsequent to the above mentioned sale, Harriet Felder, moved into "Lot 3" not Lots 11 and 12 and began making mortgage payments. Thereafter, Ms. Felder stopped making mortgage payments and Aurora Mortgage foreclosed on the mortgage which reflected Lot 11 and 12. Although the foreclosure proceedings were already commenced, Defendant, Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, through his attorney executed a corrective deed dated 3-17-08, recorded on 3-24-08 at Deed Book 1257 at page 37, attached as Exhibit C, that apparently attempted to change the error of the property

description from Lot 11 and 12 (2181 Whittaker Parkway) however it changed it to Lot 1 and portion of Lot 2 (2186 Whittaker Parkway) rather than Lot 3. This appears to be another scrivener's error as the Estate of Daniel Green and/or Ulysses Green had no legal interest to Lot 1 and portion of Lot 2.

10. The foreclosure resulted in a Order and Sale listing the property as Lot 11 and 12 and not Lot 3. After being the successful bidder upon foreclosure and receiving a Master's deed, dated June 18, 2007, and recorded July 3, 2007, in at Book 1217 at Page 224 to Aurora Loan Services, LLC, Aurora sold this property to Willie Riley for \$3,800.00 by deed dated 7-22-08 and recorded 8-1-08 at Book 1276 at page 263, attached as Exhibit D, and both deeds continue to refer to the property as Lots 11 and 12.

11. Plaintiff, Mr. Riley, proceeded to do improvement work on the house at Lot and 11 and 12 in the approximate amount of \$35,000.00 and paid property taxes on said property. Later the Plaintiff was approached by Mr. Ulysses Green as to a mistake of the correct lot sold. Mr. Green insists that Lot 11 and 12 are still his "family" property and that Mr. Riley should cease his work. Mr. Riley cannot rent or sell this property until this is resolved.

12. Plaintiff believes that he is the successor in interest to Harriet Felder, the initial purchaser, and Aurora Mortgage, the subsequent purchaser. Plaintiff has demanded that Defendant Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, executed and deliver to plaintiff a deed correcting and reforming this err and Defendant Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, has refused and neglected to execute and deliver a corrected deed.

13. On information and belief, there are no general or special liens or encumbrances upon the premises of any part thereof or upon any individual interest therein of any parties to this action.

14. On information and belief, Plaintiff believes he is entitled to a reformation of the deed from the Defendant Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, dated May 19, 2006, to reflect the correct property description as Lot 3 as indicated herein above.

For a Second
Cause of Action
(Quiet Title Lot 3)

15. The Defendant, Ulysses Green, individually and/or as the Personal Representative of the Estate of Daniel Green, and the Estate of Daniel Green are an owners of a lot of land know as 2181 Whittaker Parkway, Orangeburg, South Carolina, in Orangeburg County and more fully described herein below :

All that certain piece, parcel or lot of land, with dwelling and other improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, being all of Lot 3 and the eastern half of Lot 2, as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat book 17 at Page 83, together having the following boundaries and measurements: Northwest by S.C. Highway S-38-796 and fronting thereon 135 feet. Northeast by property of Jones Terrace subdivision 135 feet and Southwest by remaining one-half portion of lot 2 on said plat 150 feet. The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr. by deed of George R. Zimmerman dated February 22, 1971 and being recorded February 23, 1971, in Deed Book 341 at Page 189 in the Office of the Clerk of Court for the State and County aforesaid.

TMS # 0182-14-05-014.000 (new) 0192-15-08-006.000 (old)
aka 2181 Whittaker Parkway, Orangeburg, SC

16. On or before May 19, 2006, Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, and Harriet Felder entered into a real estate sales contract in writing pursuant to which Harriet Felder agreed to purchase and defendant agreed to sell for the sum of \$70,000.00 the property described as follows: 2181-Whittaker Parkway, Orangeburg, SC A closing was done on May 19, 2006. This sale arose from Probate

Order the Estate of Daniel Green 2000-ES-38-179 dated February 1, 2006, attached as Exhibit A, that ordered the sale of Lots 1 and 3.

17. Subsequent to the above mentioned sale, Harriet Felder moved into "Lot 3" not Lots 11 and 12 and began making mortgage payments. Thereafter, Ms. Felder stopped making mortgage payments and Aurora Mortgage foreclosed on the mortgage which reflected Lot 11 and 12. The foreclosure resulted in a Order and Sale listing the property as Lot 11 and 12 and not Lot 3. After being the successful bidder upon foreclosure and receiving a Master's deed, Aurora sold this property to Willie Riley by deed dated 7-22-08 and recorded 8-1-08 at Book 1276 at page 263, attached as Exhibit D, and both deeds continue to refer to the property as Lots 11 and 12.

18. Plaintiff, Mr. Riley, proceeded to do rehab work on the house at Lot and 11 and 12 in the approximate amount of \$35,000.00 Plaintiff was approached by Mr. Ulysses Green as to a mistake. Mr. Green insists that Lot 11 and 12 are still his "family" property and that Mr. Riley should cease his work. Mr. Riley appears to have no clear title to Lots 11 and 12 but Defendant, Ulysses Green, individually and/or as the Personal Representative of the Estate of Daniel Green, refuse to provided him a corrected deed to lot 3. Plaintiff cannot rent or sell this property until this is resolved.

19. Plaintiff is informed and believes that he is the successor in interest to Harriet Felder, the initial purchaser, and that any interest that should have legally passed to Ms. Felder subsequently passed to Aurora Mortgage by way of the foreclosure and then to Mr. Riley as a bona fide purchaser. Plaintiff is informed and believes that Lot 3 is the only Lot in which the defendants had legal ownership and legal authorization to sell to Plaintiff's predecessor in interest, that Lot 3 is the only lot that Defendants had clear title to sell, and that Lot 3 was in fact the proper lot Defendants intended to sell except for the scriveners error in the property description in the deed from the Estate of Daniel Green to Harriett Felder.

20. The Plaintiff is informed and believes that the Court should inquire into this matter and determine that he is the rightful owner as he is the successor in interest to Harriet Felder and Aurora Loan Services, LLC. Further that Plaintiff's right to Lots 11 and 12 is superior to any other named Defendants as a bona fide purchaser and successor to Harriet Felder.

21. The Defendants are named as Defendants by virtue of their possible ownership interest in the property; however the Plaintiff is informed and believes that the Court should inquire into this matter and determine the respective interests of the Plaintiff and Defendants to said property, taking into account the Plaintiff's control, possession, and financial contribution toward the property.

22. If and only if the Court does not grant the other relief requested by the Plaintiff, The plaintiff is informed and believes the Court should determine the damages to the Plaintiff and award him those damages to be paid out of any subsequent sale of Lot 3 described hereinabove.

**For a Third
Cause of Action
(Quiet Title Lot 11 & 12)**

23. If and only if the Court does not grant the relief sought above, then Plaintiff seeks additional relief hereinbelow.

24. The Defendants may be owners of a lot of land know as Lots 11 and 12 on Whittaker Parkway, Orangeburg, South Carolina, in Orangeburg County and more fully described herein below :

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, designated as Lots No. 11 and 12, on a subdivision plat of property of Willie Jones by H. Frank O'Cain, C.E., dated September 19, 1960, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, having the following boundaries and measurements: Northeast by lands of Willie Jones and measuring Two Hundred (200) Feet; Northwest by lands of Willie Jones and measuring thereon One Hundred twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two hundred (200) feet; and southeast by a county road and measuring thereon one

hundred Twenty (120) feet. Said lot being a portion of that same tract of land of ninety-six acres, more or less.

Being the same property conveyed to Ernestine Price by deed of Willie Jones dated October 10, 1960, and recorded in Clerk of County for Orangeburg County on October 13, 1960, in Deed Book 235 at page 352.

TMS # 0182-14-04-012.000 (new) 0192-15-20-0120.000 (old)

25. That the Defendant Ulysses Green as the Personal Representative of the Estate of Daniel Green was paid \$70,000.00 for the property described as 2181 Whittaker Parkway, Orangeburg, SC by Plaintiff's predecessor in interest, Harriet Felder, yet he executed a deed for Lot 11 and 12 that failed to pass clear title as it was not wholly owned by the Defendants,

Ulysses Green individually or the Estate of Daniel Green. Rather, the Register of Deeds office shows the last correct deed for Lots 11 and 12 were into Ernestine Price by deed from Willie Jones dated October 10, 1960 and recorded October 13, 1960 at Deed Book 235 at page 352. It is believed that Ernestine Price is one and the same as Ernestine Green and that she was married to Daniel Green. Thereafter Ernestine Price, now known as Ernestine Green, died July 5, 1999 and her estate was probated in Orangeburg County at 2006-ES-38-355. The Estate of Ernestine Green had Defendants, Larry Green and Thomas Price, as Personal Representatives, listed a "lot" as property of the decedent, and listed the only heirs as the aforementioned Larry Green and Thomas Price. It appears a deed of distribution was issued but no record can be found in the Probate records or the Register of Deeds Office in Orangeburg County. The Plaintiff is informed and believes that this lot is Lots 11 and 12 as referenced hereinabove.

26. As previously set forth, a deed to Lots 11 and 12 was executed and recorded along with a mortgage and a foreclosure Order ultimately was rendered as to Lots 11 and 12. The Plaintiff, as a bona fide purchaser, believed he was purchasing Lots 11 and 12 and that Aurora Mortgage was a successor in interest to Harriet Felder after a foreclosure action and Order. No

defendants filed a contest to the foreclosure nor challenged the sale to the Plaintiff. The Plaintiff proceeded to repair the property in the approximate amount of \$35,000.00 and pay taxes on said property. The Plaintiff is informed and believes that if he is not granted the relief requested hereinabove as to Lot 3 then he should be granted clear title to Lots 11 and 12.

27. The Plaintiff is informed and believes that the Court should inquire into this matter and determine that he is the rightful owner as he is the successor in interest to Harriet Felder and Aurora Loan Services, LLC. Further that Plaintiff's right to Lots 11 and 12 are superior to any other named Defendants as a bona fide purchaser and successor to Harriet Felder.

28. The Defendants are named as Defendants by virtue of their possible ownership interest in the property; however the Plaintiff is informed and believes that the Court should inquire into this matter and determine the respective interests of the Plaintiff and Defendants to said property, taking into account the Plaintiff's control, possession, and financial contribution toward the property.

WHEREFORE, Plaintiff prays that:

(1) Judgment that the deed made executed and delivered by the Defendant, Ulysses Green as PR for the Estate of Daniel Green, be reformed so as correctly to describe the premises to be conveyed as lot 3 to Plaintiff and for costs, or in the alternative,

(2) That the Court order the execution of a Deed or Corrective Deed to the Plaintiff for Lot 3 as described herein signed by the Defendants, Ulysses Green, individually and as the Personal Representative of the Estate of Daniel Green, and by any other necessary defendants or order that said deed to be signed by the Clerk of Court, or in the alternative,

(3) That the Defendants and all persons claiming under them be required to set forth the right nature of their claims to said property, if any;

(4) That all adverse claims of Defendants and all persons claiming under them in and to said real property to be determined by decree of this Court;

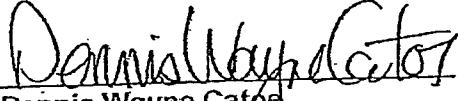
(5) That this Court adjudge and declare that the Plaintiff owns in fee simple Lot 3 set forth hereinabove and is entitled to the lawful peaceful and continuous possession of said real property and that Defendants and all persons claiming under them have no estate, right, title, lien or interest whatever in or to said real property or any part thereof.

(6) In the alternative, Court adjudge and declare that the Plaintiff owns in fee simple Lot 11 and 12 set forth hereinabove and is entitled to the lawful peaceful and continuous possession of said real property and that Defendants and all persons claiming under them have no estate, right, title, lien or interest whatever in or to said real property or any part thereof

(7) That the Court permanently enjoin Defendants and all persons claiming under them from asserting any adverse claim to Plaintiff's title to said real property; and,

(8) If and only if the Court deems that Lot 3 should be resold, that the Court determine the damages to the Plaintiff, if any, and award him those damages to be paid out of any subsequent sale of Lot 3 described hereinabove.

(9) The Plaintiff demands judgment for the costs and disbursements of this action and for such other and further relief as to the court may deem just and equitable.


Dennis Wayne Catoe
Attorney for Plaintiff, Bar #1164
P.O. Box 601
Irmo, South Carolina 29063
(803) 407-2500

October 15, 2009

EXHIBIT A

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
COUNTY OF ORANGEBURG) CASE NO. 2000ES3800179

2006 FEB -1 PM 1:45
FILED FOR RECORD
PROBATE COURT
ORANGEBURG COUNTY, S.C.

Uylsses Green, *Personal Representative of
the estate of Daniel Green, Jr.*

PETITIONER,

-VS.-

Pearlie Mae Graves, Sarah Lee Green, Daniel
Green, III, and Mildred Ann Green, *John Doe*
and *Richard Roe*, fictitious persons designated to
represent all the unknown heirs and distributees
of *Ernestine Green* and *Daniel Green, Jr.*, deceased,
and all other unknown person or persons claiming
through them or any infant or person under disability
or in the Armed Forces of the United States of
America and MARY ROE, fictitious person,
designated to represent the surviving spouse of the
parties herein claiming a spousal interest in the herein
described real property and JOHN DOE,
RICHARD ROE and MARY ROE fictitious
persons designated as a class to represent all other
persons unknown claiming any right, title interest or
lien upon the real estate described herein, and TO
WHOM IT MAY CONCERN.

ORDER

RESPONDENTS

ATTEST: A TRUE COPY
[Signature]
Judge of Probate, Orangeburg
County, South Carolina

These matters are before the Court upon a Petition to sell the real estate property
of the estate pursuant to Code of South Carolina Laws, 1976, Section 62-3-911; and a
Motion for the Appointment of Attorney Thomas R. Sims, as Guardian ad Litem for *John
Doe, Richard Roe and Mary Roe.*

1. The decedent was domiciled in Orangeburg County, South Carolina at the time
of his death.

2. All of the decedent's property is located in Orangeburg County, South Carolina, thus, the Orangeburg County Probate Court has jurisdiction over the subject matter and the parties herein and Orangeburg County is the proper venue for these matters. Code of Laws of South Carolina, 1976, sections 62-1-302 and 62-1-303.

3. This action was commenced September 29, 2004, with the filing of a Summons and Petition in the Office of the Judge of Probate for Orangeburg County, South Carolina. The Respondent Daniel Green, III, was served with true copies of Summons and Petition by certified restricted mail by the United States Postal Service, with return receipts requested and the same is on file with the Probate Court. More than thirty (30) days has elapse since the filing and service of the Petition on the respondent. The Petitioner nor his attorney has received and responsive pleading from the respondent; therefore, the respondent is now in default.

4. The Respondents were served with a Notice of Hearing, and Notice of Motion and Motion for the Appointment of Attorney, Thomas R. Sims, Guardian ad Litem for *John Doe*, *Richard Roe*, all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America, and *Mary Roe*, a fictitious persons representing the wife or wives of any of the parties herein claiming a marital statutory interest in the real estate described in the Petition filed with the Probate Court for the County of Orangeburg, State of South Carolina upon the Petition of the above Petitioner to sell the real property herein described. That the real property affected by this action, at the time of the commencement

of this action and filing of this notice, is situated in the County of Orangeburg, State of South Carolina and described as follows:

(a) ALL that certain piece, parcel or lot of land, with the dwelling and other improvements thereon situated, lying and being in Orange Township School District No. 5 (outside), Orangeburg County, South Carolina being all of Lot 1 and the western one-half portion of Lot 2 as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, S. C. in Plat Book 17 at Page 83 together having the following boundaries and measurements: Northwest by S. C. Highway S-28-796 and fronting thereon 135 feet; Northeast by remaining one half portion of Lot 2 on said plat 150 feet; Southeast by property formerly of Willie Jones, now known as Jones Terrace subdivision, 135 feet; and Southwest by Jones Terrace subdivision 150 feet.

Being the same property conveyed to Daniel Green, Jr. by Deed of Dawkins Realty, Inc. dated September 16, 1968 and being recorded in Deed Book 309 at Page 519 in the office of the Clerk of Court for the State and County aforesaid.

(b) AND ALSO ALL that certain piece, parcel or lot of land, with the dwelling and other improvements thereon, situated, lying and being in Orange Township, School District No. 5 (outside), Orangeburg County, South Carolina being all of Lot 3 and the Eastern one half portion of Lot 2 as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat Book 17 at Page 83, together having the following boundaries and measurements: Northwest by S. C. Highway S-38-796 and fronting thereon 135 feet; Northeast by property formerly of Willie Jones, now known as Jones Terrace Subdivision 150 feet; Southeast by property of Jones Terrace subdivision 135 feet and Southwest by remaining one-half portion of Lot 2 on said plat 150 feet; The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr., by Deed of George R. Zimmerman dated February 22, 1971 and being recorded in Deed Book 341 at Page 189 in the office of the Clerk of Court for the State and County aforesaid.

5. Present at the November 28, 2005 merit hearing were their attorney Zack E. Townsend, Esquire on behalf of W. Newton Pough, Esquire for the estate, who was unable to be present and Thomas R. Sims, Esquire, Guardian ad Litem appeared on behalf of John Doe, Richard Roe, and Mary Roe representing all unknown parties of interest.

Note, that Daniel Green, who was served by Certified Restricted Mail, was ruled to be in default.

6. That Daniel Green, Jr. died testate on January 11, 2000, naming the following named devisees, *Pearlie Mae Graves, Sarah Lee Green, Mildred Ann Green, Daniel Green, III*, and the Petitioner.

7. That the Petitioner is the duly appointed the Personal Representative of Daniel Green, Jr. Estate filing all required documents including Deed of Distribution dated December 3, 2002 and recorded in Deed Book 961 at Page 195. It was then discovered ~~that the estate did not have sufficient funds to pay all approved claims.~~ Therefore it was requested that said Deed of Distribution be revoked, terminated and cancelled of record.

8. That the Respondents, *Pearlie Mae Graves, Sarah Lee Green, Mildred Ann Green*, executed Quitclaim Deeds of their interest to the Petitioner.

9. That faced with unsatisfied claim Petitioner filed Application/Petition for Sale of Real Estate.

10. That the Respondents were served with Summons and Petition by certified mail returned with receipts requested. Further the Respondents, *Pearlie Mae Graves, Sarah Lee Green, and Mildred Ann Green*, all have filed their Answer agreeing to said sale.

11. That *Daniel Green, III*, even though he was personally served have failed to reply and is in default.

12. That *Uylsses Green* was duly appointed as Personal Representative qualified Fiduciary in this matter.

13. That the Court after a merit hearing issued its Order identifying the heirs or devisees of said estate.

14. That a list of the real property consists of two lots with buildings thereon; that said property have been appraised and copy filed with the Court, all appearing to be reasonable.

15. That the Court further finds that based upon the evidence and facts presented that the Deed of Distribution executed by the Personal Representative dated September 24, 2004, as filed in the office of the R.M.C. for Orangeburg County and this Court in

Deed Book 961 at Page 198 as to the following described real property:

(a) ALL that certain piece, parcel or lot of land, with the dwelling and other improvements thereon situated, lying and being in Orange Township School District No. 5 (outside), Orangeburg County, South Carolina being all of Lot 1 and the western one-half portion of Lot 2 as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, S. C. in Plat Book 17 at Page 83 together having the following boundaries and measurements: Northwest by S. C. Highway S-28-796 and fronting thereon 135 feet; Northeast by remaining one half portion of Lot 2 on said plat 150 feet; Southeast by property formerly of Willie Jones, now known as Jones Terrace subdivision, 135 feet; and Southwest by Jones Terrace subdivision 150 feet.

Being the same property conveyed to Daniel Green, Jr. by Deed of Dawkins Realty, Inc. dated September 16, 1968 and being recorded in Deed Book 309 at Page 519 in the office of the Clerk of Court for the State and County aforesaid.

(b) AND ALSO ALL that certain piece, parcel or lot of land, with the dwelling and other improvements thereon, situated, lying and being in Orange Township, School District No. 5 (outside), Orangeburg County, South Carolina being all of Lot 3 and the Eastern one half portion of Lot 2 as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat Book 17 at Page 83, together having the following boundaries and measurements: Northwest by S. C. Highway S-38-796 and fronting thereon 135 feet; Northeast by property formerly of Willie Jones, now known as Jones Terrace Subdivision 150 feet; Southeast by property of Jones Terrace subdivision

135 feet and Southwest by remaining one-half portion of Lot 2 on said plat 150 feet; The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr., by Deed of George R. Zimmerman dated February 22, 1971 and being recorded in Deed Book 341 at Page 189 in the office of the Clerk of Court for the State and County aforesaid.

and that said Deed of Distribution be revoked, terminated and cancelled of record.

16. That the real property should be sold and all cost expenses including *court cost, taxes, attorney fees and guardian ad litem fee* be first paid and the balance of said sale proceeds be transferred to the estate account for payment of all claims filed with the court and the balance be divided between the proper parties as the court may direct.

THEREFORE IT IS ORDERED THAT:

a) The Personal Representative of the estate of Daniel Green, Jr. is authorized to perform all acts necessary to sell the property of the estate pursuant to the provision Section 62-3-911 of the South Carolina Code of Laws 1976.

b) That the real property of the estate shall be appraised by a qualified appraiser as approved by the estate's attorney and the guardian ad litem.

c) After the appraisal is completed the property may be sold at a "Fair Market Price" and or a listed realtor for sale. All contracts for sale of real property must be approved by the Court.

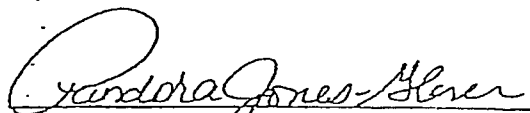
d) That the Deed of Distribution as executed by the Personal Representative of Daniel Green, Jr. to Uylsses Green, et. al., dated September 24, 2004 as filed in the office of the R.M.C. for Orangeburg County, State of South Carolina in *Deed Book 961 at page 198* is hereby revoked terminated and cancelled and the proper authorities is hereby directed to note on its records.

e) That after the property is sold that all proceeds of said sale, less all cost of said sale and taxes be placed in the estate account for the payment of all approved claims, with the balance of said proceeds being distributed among all parties of interest as the Court shall direct.

IT IS SO ORDERED!

Orangeburg, South Carolina

DATED: *February 1, 2006*



PANDORA JONES-GLOVER
Orangeburg County Probate Court Judge

1152
8198

D-BK:01152 PG:0198

EXHIBIT B

Space above this line for recording information

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
 COUNTY OF ORANGEBURG)

KNOW ALL MEN BY THESE PRESENTS THAT, ULYSSES GREEN AS PR FOR THE ESTATE OF DANIEL GREEN, JR., herein referred to as Grantor(s), for and in consideration of the sum of SEVENTY THREE THOUSAND DOLLARS AND NO 00/100 (\$73,000.00) to be paid by HARRIET FELDER, hereinafter referred to as Grantee(s), in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors, and assigns forever, the following described property, to-wit:

Property Address: 2181 Whittaker Parkway, Orangeburg, SC 29115

All that certain piece, parcel or lot of land, situate, lying and being in School District No. 5, outside, Orange Township, Orangeburg County, South Carolina, designated as Lots Nos. 11 and 12 on subdivision plat of property of Willie Jones by H. Frank O'Cain, C. E., dated September 19, 1960, and recorded in the Office of the Clerk of Court for Orangeburg County in Plat Book , and page, bounded and measuring as follows: Northeast by lands of Willie Jones, and measuring thereon Two Hundred (200) feet; Northwest by lands of Willie Jones and measuring thereon One Hundred Twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two Hundred (200) feet; and Southeast by a county road, and measuring thereon One Hundred Twenty (120) feet. Said lot being a portion of that same tract of land of Ninety-Six acres, more or less.

This being the same property conveyed to Ernestine Price by deed of Willie Jones, dated October 10, 1960 and recorded in the Office of the Clerk of Court for Orangeburg County on October 13, 1960, in Deed Book 235, at page 352, South Carolina.

ALSO: This being the same property conveyed to Ulysses Green, as PR by deed of The Estate of Daniel Green, Jr., February 1, 2006, and recorded in the Orangeburg County RMC Office on February 1, 2006.

0273320

-04-012-

TMS#: 0182-14-05-014.000

Grantee's Address: 2181 Whittaker Parkway
 Orangeburg, SC 29115

FILED May 25, 2006 10:11:08 am
 BOOK 01152
 PAGE 0198 THRU 0199
 INSTRUMENT # 2006002531

FILED
 ORANGEBURG
 COUNTY
 GAIL LANEY
 REGISTER
 OF DEEDS

Signature

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record; including matters shown on recorded plats.

ENTERED IN THE OFFICE OF ASSESSOR
 AP 0182 SHEET 14 BLOCK 04 PARCEL 012
 THIS 30 DAY OF May 2006
 ORANGEBURG COUNTY JIM McLEAN, COUNTY ASSESSOR

Orangeburg County 05-25-2006
 SOUTH CAROLINA
 County Revenue Stamp \$80.30
 State Revenue Stamp \$189.80

D-BK:01152 PG:0199

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns forever.

AND THE GRANTOR does hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 19th day of May, in the year of our Lord Two Thousand Six.

Signed, Sealed and Delivered

in the Presence of:

Faust Jackson
Witness
[Signature]
2nd Witness/ Notary

[Signature]
Ulysses Green as PR for The Estate of
Daniel Green, Jr.

STATE OF SOUTH CAROLINA)

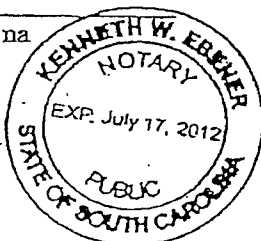
COUNTY OF ORANGEBURG)

PROBATE

Personally appeared before me the undersigned and made oath that she saw the within-named Grantor sign, seal and as His act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
19th day of May, 2006

[Signature]
Notary Public for South Carolina
My Commission Expires:



Faust Jackson
1st Witness

1257
0037

EXHIBIT C

D-BK:01257 PG:0037

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ORANGEBURG) CORRECTIVE DEED

Whereas, a Title to Real Estate, dated May 19, 2006 was filed May 25, 2006 with the Orangeburg County Register of Deeds Office in Deed Book 1152 at Page 198; and

Whereas, this Title to Real Estate conveyed Ulysses Green as PR for The Estate of Daniel Green, Jr.; Lots No. 11 and 12 TMS#: 0182-14-05-014.000 with the address of 2181 Whitaker Parkway, Orangeburg, SC 29115 and should have conveyed Ernestine Price Green; Lots No. 11 and 12 TMS # 0182-14-04-012.000 with the address of 2181 Whitaker Parkway, Orangeburg, SC 29115,

The correct conveyance should have been conveyed by Ulysses Green as PR for The Estate of Daniel Green, Jr., Lots No. 1 and the western one-half portion of Lot 2, TMS# 0182-14-05-014.000, with the address of 2186 Whitaker Parkway, Orangeburg, SC 29115; legal description below;

Now, Therefore,

KNOW ALL MEN BY THESE PRESENTS, That ULYSSES GREEN AS PR FOR THE ESTATE OF DANIEL GREEN, JR. (hereinafter called "Grantor"), for and in consideration of the sum of Five and no/100 (\$5.00) Dollars AND NO OTHER VALUABLE CONSIDERATION and the correction of the above-referenced deed, to the Grantor in hand paid at and before the sealing of these presents, by HARRIET FELDER (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) have remise, released and forever grant, and by these Presents do remise, release and forever grant unto the said Grantee, his heirs, successors and assigns;

All that certain piece, parcel or lot of land, with the dwelling and other improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), Orangeburg County, South Carolina, being All of Lot 1 and the western One-half of Lot 2 as shown on a plat of property of H. A. Frank O'Cain, C. E., dated May 31, 1961, recorded in the Office of the Clerk of Court for Orangeburg County, S. C., in Plat Book 17, at Page 83, together having the following boundaries and measurements: Northwest by S. C. highway S-28-796 and fronting thereon 135 feet; Northeast by remaining One-half portion of Lot 2 on said plat and measuring thereon 150 feet; Southeast by property formerly of Willie Jones, now known as Jones Terrace

FILED Mar 24, 2008 11:36:20 am
 BOOK 01257
 PAGE 0037 THRU 0039
 INSTRUMENT # 2008001287

FILED
 ORANGEBURG
 COUNTY
 GAIL LANEY
 REGISTER
 OF DEEDS

Return to:

SUPERIOR CLOSING & TITLE SERVICES
 4540 DARBY AMBROSE RD.
 LEXINGTON, SC 29072

Harriet Felder
 Signature

0399460
 THIS IS A CORRECTION
 TO DEED BOOK 1152 PAGE 198
 ORANGEBURG COUNTY JIM MCLENN, COUNTY ASSESSOR
 PARCEL 013

257.
0038

D-BK:01257 PG:0038

Subdivision and measuring thereon 135 feet; and on the Southwest by Jones Terrace Subdivision and measuring thereon 150 feet. Be all measurements a little more or less.

This being the same property conveyed to Ulysses Green, Pearlie Mae Graves, Sarah Lee Green, Daniel Green, III, and Mildred Ann Green by Deed of Distribution of the Estate of Daniel Green, Jr., dated December 4, 2002 and recorded in the Orangeburg County RMC office on December 4, 2002, in Deed Book 961, at Page 195, South Carolina.

TMS#: 0182-14-05-014.000

Property Address: 2186 Whitaker Parkway
Orangeburg, SC 29115

Grantee's Address: 2186 Whitaker Parkway
Orangeburg, SC 29115

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever - so that neither the Grantor nor its successors and/or assigns, nor any other person or persons claiming under it shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

D-BK:01276 PG:0263

EXHIBIT D

After Recording Return To:

~~Buist, Byars & Taylor~~

FILED Aug 01, 2008 04:13:33 pm

BOOK 01276

PAGE 0263 THRU 0267

INSTRUMENT # 2008003172

Willie Riley
SignatureFILED
ORANGEBURG
COUNTY
GAIL LANEY
REGISTER
OF DEEDS

SCR-080700298A

State of South Carolina)

County of Orangeburg)

SPECIAL WARRANTY DEED

Orangeburg County 08-01-2008
SOUTH CAROLINA

County Revenue Stamp \$4.40

State Revenue Stamp \$10.40

KNOW ALL MEN BY THESE PRESENTS,

Aurora Loan Services, LLC
601 Fifth Avenue, Scottsbluff, NE 69361

(hereinafter called "Grantor"), for and in consideration of the sum of Three Thousand Eight Hundred (\$3,800.00) Dollars to it in hand paid at and before the sealing of these presents by

Willie Riley

(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released and by these Presents does hereby grant, bargain, sell and release unto the Grantee his/her/their heirs, successors and assigns:

THIS PROPERTY IS MORE COMMONLY KNOWN AS 2181 WHITTAKER PARKWAY, ORANGEBURG, SOUTH CAROLINA, 29115 AND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED. HERETO AND MADE A PART HEREOF BY REFERENCE.

Subject to all easements and restrictions of record and otherwise affecting the property and matters and accurate survey would reveal.

TOGETHER, with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in any wise incident or pertaining.

TO HAVE AND TO HOLD, all singular the premises before mentioned unto the Grantee, his/her/ their heirs, successors forever, and the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee, his/her/their successors and assigns against the lawful claim of any person claiming by, through or under the Grantor.

ENTERED IN THE OFFICE OF ASSESSOR
MAP 018 2 SHEET 17 BLOCK 04 PARCEL 012
THIS 4 DAY OF August 2008
ORANGEBURG COUNTY JIM W. LEAN, COUNTY ASSESSOR

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

Deed Prepared By:
Morris Hardwick Schneider, LLC

SCR-080700298A

07/22/08 @ 12:15 PM

REQ_SC_SpecialWarrantyDeed(rev).rdw
10 / DS 5.20.2008

1 of 3

D-BK:01276 PG:0264

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its undersigned officer(s) and its seal to be hereto affixed.

Date: July 22 2007

Aurora Loan Services, LLC

Signed By: [Signature] (SEAL)

Signature of Corporate Officer

Name of Officer: John BakerIt's: VP (Title)

Signed, sealed and delivered in the presence of:

Witness #1 - [Signature]Witness #2 - [Signature]State of Colorado
County of Douglas

Personally appeared before me the undersigned witness who, being duly sworn says that (s)he saw within named Grantor by its officer(s) as its act and deed, sign, seal and deliver the within Deed and that (s)he with other witness whose signature appears above, witnessed the execution thereof.

Sworn to before me this 22 day ofJuly, 2007
[Signature]
Notary Public for the State of[Signature]
Witness #1 -

My commission expires: _____

[Seal]

RANA SERNA
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 07/19/2011

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

REO_SC_SpecialWarrantyDeed(rev).rdw
JD / DS 5.20.2008

2 of 3

Deed Prepared By:
MorrisHardwickSchneider, LLCSCR-080700291A
07/22/08 @ 12:15-PM

D-BK:01276 0265

Exhibit "A"

ALL THAT CERTAIN PIECE, PARCEL OF LOT OF LAND, LYING AND BEING IN SCHOOL DISTRICT NO. 5, OUTSIDE ORANGE TOWNSHIP, ORANGEBURG COUNTY, SOUTH CAROLINA, DESIGNATED AS LOTS NOS. 11 AND 12 ON SUBDIVISION PLAT OF PROPERTY OF WILLIE JONES BY H. FRANK O'CAIN, C.E., DATED September 19, 1960, BOUNDED AND MEASURING AS FOLLOWS: NORTHEAST BY LANDS OF WILLIE JONES, AND MEASURING THEREON TWO HUNDRED (200) FEET; NORTHWEST BY LANDS OF WILLIE JONES AND MEASURING THEREON ONE HUNDRED TWENTY (120) FEET; SOUTHWEST BY LOT NO. 10 OF SAID PLAT, LANDS OF WILLIE JONES, AND MEASURING THEREON TWO HUNDRED (200) FEET; AND SOUTHWEST BY COUNTY ROAD, AND MEASURING THEREON ONE HUNDRED TWENTY (120) FEET. SAID LOT BEING A PORTION OF THAT SAME TRACT OF LAND OF NINETY-SIX ACRES, MORE OR LESS.

THIS IS THE SAME PROPERTY CONVEYED TO Aurora Loan Services, LLC BY DEED OF O. Davie Burgdorf, Master in Equity, DATED June 18, 2007 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ORANGEBURG COUNTY ON July 3, 2007 IN DEED BOOK 1217 AT PAGE 224.

TMS #0182-14-04-012.000

0273320

2181 WHITTAKER PARKWAY, ORANGEBURG, SOUTH CAROLINA 29115

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Service Loan Number: 0122948573

REQ_SC_SpecialWarrantyDeed(rev).ind
JD / DS 5.20.2008

3 of 3

Deed Prepared By:
Morris Hardwick Schneider, LLCSCR-080700298A
07/22/08 @ 12:15 PM

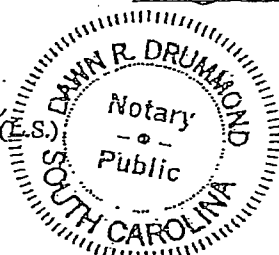
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Dennis Wayne Catoe

Dennis W. Catoe

SWORN to before me this 30th
day of July, 2008

Dawn R. Drummond
Notary Public for South Carolina
My Commission Expires: 08/05/08



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity that may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivision to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(x)) and which is formed to operate or to take functional control of electric transmission assets as defined the Federal Power Act.

FORM 4

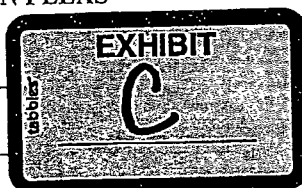
STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2009-CP-38-1696

Willie Riley,

PLAINTIFF(S)



Ulysses Green, etc., et al.,

DEFENDANT(S)



Submitted by: Andrew S. Radeker

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 ☐ Statement of Judgment by the Court.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case

Additional Information for the Clerk : Provide to Register of Deeds to be recorded

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)
Willie Riley	Ulysses Green, individually and as Personal Representative of the Estate of Daniel Green, and Estate of Daniel Green, Pearl Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, Larry B. Green, Thomas Price, John Doe and Richard Roe, fictitious persons designated to represent all the	Quieting title in Lots 11 and 12 (described in attached order), TMS # 0182-14-04-012.000 (new), 0192-15-20-0120.000 (old)

	unknown heirs and distributees of Ernestine Green and Daniel Green, Jr. deceased, and all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America and Mary Roe, fictitious person designated to represent the surviving spouse of the parties herein claiming a spousal interest in the herein described real property and John Doe, Richard Roe and Mary Roe, fictitious persons designated as a class to represent all other persons unknown claiming any right, title, interest or lien upon the real estate described herein	
Ulysses Green	Willie Riley, Estate of Daniel Green, Pearlle Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, Larry B. Green, Thomas Price, John Doe and Richard Roe, fictitious persons designated to represent all the unknown heirs and distributees of Ernestine Green and Daniel Green, Jr. deceased, and all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America and Mary Roe,	Quieting title in Lot 3 (described in attached order), TMS # 0182-14-05-014.000 (new), 0192-15-08-006.000 (old)

fictitious person designated to
represent the surviving spouse
of the parties herein claiming a
spousal interest in the herein
described real property and
John Doe, Richard Roe and Mary
Roe, fictitious persons
designated as a class to
represent all other persons
unknown claiming any right,
title, interest or lien upon the
real estate described herein

Ulysses Green

Willie Riley

\$ 2,414.72

If applicable, describe the property, including tax map information and address, referenced in the order:
TMS # 0182-14-05-014.000 (new), 0192-15-08-006.000 (old); and
TMS # 0182-14-04-012.000 (new), 0192-15-20-0120.000 (old).

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

MIE

3017
Judge CodeJune 19, 2013
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ 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)

CLERK OF COURT

Court Reporter: _____

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Willie Riley,

Plaintiff,

vs.

Ulysses Green, individually and as Personal Representative of the Estate of Daniel Green, and Estate of Daniel Green, Pearlle Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, Larry B. Green, Thomas Price, John Doe and Richard Roe, fictitious persons designated to represent all the unknown heirs and distributees of Ernestine Green and Daniel Green, Jr. deceased, and all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America and Mary Roe, fictitious person designated to represent the surviving spouse of the parties herein claiming a spousal interest in the herein described real property and John Doe, Richard Roe and Mary Roe, fictitious persons designated as a class to represent all other persons unknown claiming any right, title, interest or lien upon the real estate described herein, and TO WHOM IT MAY CONCERN,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-38-1696

ORDER OF JUDGMENT
UPON NEW TRIAL

FILED FOR RECORD
CLERK OF COURT
ORANGEBURG COUNTY, SC

2009 APR 20 PM 1:52

ATTEST: TRUE COPY

Wingja B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

This matter came before me at a new trial scheduled for April 24, 2013, in the above-captioned action, following the Court of Appeals' reversal of the decision of the Honorable O. Davie Burgdorf in this case and its remand of the case for a new trial. Dennis Wayne Catoe, Esquire, appeared for the Plaintiff (hereinafter "Riley"), and Andrew S. Radeker, Esquire,

appeared for Defendant Ulysses S. Green (hereinafter "Green"). The Court accepted counsel's agreement that the Court should decide this case based on the existing record in this action, including the testimony and exhibits from the two hearings that comprised the first trial in this case, and that the parties' arguments and motions at this trial are the same as those reflected in the record and in the briefs filed in the Court of Appeals.

FINDINGS OF FACT

This is an action brought by Riley against Green and others, which originally sought reformation of a deed from Green as personal representative of the Estate of Daniel Green to Harriet Felder (hereinafter "Felder") and asked that title to two parcels of land ("Lot 3" and "Lot[s] 11 & 12") be quieted in Riley. (Riley's appellate brief makes clear that Riley is not pursuing the reformation claim any longer.) Green served a *pro se* answer to Riley's complaint, essentially denying that Riley was entitled to the relief sought in the complaint and stating that Riley stood in no privity with Green individually or with the Estate of Daniel Green. All other defendants did not serve responsive pleadings. Accordingly, as noted in Judge Burgdorf's rulings previously, all the defendants in this case are in default, with the exception of Green. As discussed below, that is important to the outcome of this case.

The property the parties refer to as "Lot 3" (and which is referred to that way in this Order) is described as follows:

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, being all of Lot 3 and the eastern half of Lot 2, as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat book 17 at Page 83, together having the following boundaries and measurements: Northwest by S.C. Highway S-38-796 and fronting thereon 135 feet. Northeast by property of Jones Terrace subdivision 135 feet and Southwest by remaining one-half

portion of lot 2 on said plat 150 feet. The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr. by deed of George R. Zimmerman dated February 22, 1971 and being recorded February 23, 1971, in Deed Book 341 at Page 189 in the Office of the Clerk of Court for the State and County aforesaid.

TMS # 0182-14-05-014.000 (new), 0192-15-08-006.000 (old).

The property the parties refer to as "Lots 11 and 12" (and which is referred to that way in this Order) is described as follows:

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, designated as Lots No. 11 and 12, on a subdivision plat of property of Willie Jones by H. Frank O'Cain, C.E., dated September 19, 1960, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, having the following boundaries and measurements: Northeast by lands of Willie Jones and measuring Two Hundred (200) Feet; Northwest by lands of Willie Jones and measuring thereon One Hundred twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two hundred (200) feet; and southeast by a county road and measuring thereon one hundred Twenty (120) feet. Said lot being a portion of that same tract of land of ninety-six acres, more or less.

Being the same property conveyed to Ernestine Price by deed of Willie Jones dated October 10, 1960, and recorded in Clerk of County for Orangeburg County on October 13, 1960, in Deed Book 235 at page 352.

TMS # 0182-14-04-012.000 (new), 0192-15-20-0120.000 (old).

The case was referred to Judge Burgdorf as Master-in-Equity for Orangeburg County, and the trial of this case was begun on August 2, 2010. Due to time constraints, Riley did not finish the presentation of his case on August 2, 2010, and the remainder of the hearing was continued until October 6, 2010.

Between the time the first part of the hearing was held and when it resumed, Green retained counsel, who served Riley's counsel with a notice of appearance on August 19, 2010.

On September 2, 2010, Green's counsel served Riley's counsel with a motion to amend the answer, attaching a proposed amended answer. The amended answer, with more specific denials and admissions than the *pro se* answer, denied Riley was entitled to the relief he sought, denied he had acquired any title to Lot 3 and denied he had acquired any title to Lots 11 and 12 (or, in the alternative, pled that the most he could have acquired in Lots 11 and 12 was a one-half interest). The amended answer also pled that Riley had failed to state facts sufficient to constitute a cause of action, since his complaint and its attachments showed that he had acquired no title to the property involved and showed that there was no way he could be a bona fide purchaser of the property for value and without notice of his inability to acquire title to it. When the hearing reconvened on October 6, 2010, Riley consented to the amendment of the answer.

On August 2, Riley had presented the testimony of Vince Lyde, a title abstractor. When the hearing resumed on October 6, Riley presented his own testimony and then rested his case. Green then moved for a directed verdict or involuntary nonsuit on the grounds that the evidence showed that Riley had not acquired title to Lot 3 or Lots 11 and 12.

As his case, Green presented his own testimony and six exhibits, which were admitted into evidence by stipulation: the last will and testament of Daniel Green; an Order of the Orangeburg County Probate Court granting a petition to sell real property subject of the Estate of Daniel Green; a copy of a purported deed of Lots 11 and 12 to Felder from Green as personal representative of the Estate of Daniel Green; a copy of a purported mortgage of property described as "All of Lot 1 and the western One-half of Lot 2" from Felder to Mortgage Electronic Registration Systems, Inc. as nominee for First Franklin, a division of National City Bank of Indiana; a copy of a purported corrective deed of "All of Lot 1 and the western One-half of Lot 2" to Felder from Green as personal representative of the Estate of Daniel Green; and a

copy of a purported special warranty deed of Lots 11 and 12 from Aurora Loan Services, LLC to Riley. Green renewed his motions for a directed verdict or involuntary nonsuit with the same arguments.

Green served as the personal representative of the estate of his father, Daniel Green (sometimes referred to in the documents in the record as Daniel Green, Jr.). Daniel Green died testate, but his will did not authorize the personal representative of his estate to sell any real property. Daniel Green died owning the property subject of this case known as Lot 3, and that is not disputed. He did not own any of the property described in various exhibits in this case as "Lot 1" or "Lot 1 and the western half of Lot 2."

Green also contends that Daniel Green also died owning a one-half undivided interest in Lots 11 and 12, stating that Daniel Green inherited this from Ernestine Price, also known as Ernestine Green, who predeceased Daniel Green and whom Green testified was Daniel Green's wife at the time of she died intestate. Ernestine Price died with two living sons, Defendants Larry B. Green and Thomas Price, and she has no other known heirs. Mr. Lyde's testimony was that the probate file for the Estate of Ernestine Price does not indicate that she died with a living husband and lists Defendants Larry B. Green and Thomas Price as her only heirs.

As personal representative of his father's estate, Green brought a proceeding for the probate court to authorize him to sell real property that Daniel Green owned when he died. The probate court granted that petition and authorized the sale of Lot 1 (which Daniel Green did not own) and Lot 3. The probate court's order did not authorize the sale of Lots 11 and 12 or any interest therein.

Felder entered into a transaction to buy property from the estate pursuant to the probate court order for \$73,000.00. Though it seems that all parties to that transaction thought that the property that is accurately described as Lot 3 was what was being conveyed to Felder, the deed

Green signed as personal representative described Lots 11 and 12, and the mortgage that Felder executed to obtain the purchase financing described Lot 1 and half of Lot 2.

After Felder stopped making her mortgage payments, an action was brought to foreclose that mortgage. While that foreclosure action was pending, Superior Closing & Title Services, who had represented Felder in the Estate of Green-Felder closing, got Green, as personal representative of his father's estate, to sign a "corrective deed" to Felder that described Lot 1 and half of Lot 2. At no time was any deed to Felder ever done that described property that was both owned by Daniel Green and also authorized by the probate court Order to be conveyed.

Apparently, the plaintiff in the mortgage foreclosure action pled and succeeded on a claim to reform the property description in the mortgage – and the description was reformed to Lots 11 and 12, not Lot 3. Aurora Loan Services, LLC, the successful bidder at the foreclosure sale, received a master's deed describing Lots 11 and 12. In exchange for \$3,800, Aurora Loan Services executed a deed to Riley describing Lots 11 and 12.

As he testified, Riley believed he was buying Lots 11 and 12, not Lot 3. Riley performed work on Lots 11 and 12, not Lot 3. When Riley discovered, however, that Lot 3 was the more valuable piece of property, he brought this action to attempt to claim title to Lot 3 as well as Lots 11 and 12.

Judge Burgdorf found that the other devisees of Daniel Green quitclaimed their interests in the property subject of this case to Green. No party appealed that finding.

After the Court of Appeals rendered its decision in Green's appeal from Judge Burgdorf's orders, it awarded Green \$2,414.72, which amount is a judgment against Riley pursuant to Rule 222(e), SCACR.

Defendants Larry B. Green and Thomas Price are in default of Riley's complaint in this case. Rule 8(d), SCRCF, provides that "[a]verments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading." Accordingly, the failure to serve a timely responsive pleading is an admission of all of a complaint's allegations other than those as to the amount of damages. See Rules 8(d), 55(b), SCRCF. "It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability." Roche v. Young Bros., Inc. of Florence, 332 S.C. 75, 504 S.E.2d 311 (1998). As this is quiet title action, no question of damages is in issue. See S.C. Code Ann. § 15-67-10; Morris, 218 S.C. at 390. Riley's complaint alleges that title to Lots 11 and 12 is vested in him. Defendants Larry B. Green and Thomas Price, the only defendants whom the record indicates might have any interest in Lots 11 and 12 if Green does not, have admitted that Riley owns the property by defaulting in this case. As the only way that the record indicates that Green could own any interest in Lots 11 and 12 is if his father died owning such an interest and Daniel Green's other devisees thus deeded their shares of that interest to Green, the Court's conclusion that there is insufficient evidence to prove the aforesaid marriage is dispositive of the question of who owns Lots 11 and 12. Riley does.

Accordingly, IT IS THEREFORE HEREBY ORDERED that:

- 1) Title to the above-described Lot 3 is hereby quieted in Green as the sole owner thereof in fee simple absolute;
- 2) Title to the above-described Lots 11 and 12 is hereby quieted in Riley as the sole owner thereof in fee simple absolute;
- 3) The record in this case shall reflect the judgment for costs in the amount of \$2,414.72 in favor of Green and against Riley made by the Court of Appeals; and

- 4) The Orangeburg County Register of Deeds shall record a copy of this Order in the land records for Orangeburg County.

AND IT IS SO ORDERED.

Orangeburg, South Carolina

June 19, 2013

5/930 jr.
The Honorable James B. Jackson, Jr.
Master-in-Equity for Orangeburg County

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	C/A No.: 2013-CP-40-05675
COUNTY OF RICHLAND	)	
Willie J. Riley,	)	
Plaintiff,	)	
	)	
v.	)	VERIFICATION
	)	
Dennis Wayne Catoe and Does,	)	
	)	
Defendants.	)	

PERSONALLY appeared before me, Dennis Wayne Catoe, Esquire, who first being duly sworn, deposes and says: that he is named as the Defendant in the above-captioned case; that he has read the Verified Answer to Amended Complaint on Behalf of Defendant Dennis Wayne Catoe to the Amended Complaint by Willie J. Riley; and, that the statements contained therein are true to the best of his knowledge, except as to those stated to be based upon information and belief, and, as to those, he believes them to be true.

Dennis Wayne Catoe
Dennis Wayne Catoe, Esquire,

SWORN to before me this 18th

day of March, 2014

Joyce Hancock

Notary Public for State of
My Commission Expires: 5/9/2022

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
C/A No.: 2013-CP-40-05675

Willie J. Riley,

Plaintiff,

v.

Dennis Wayne Catoe and Does,

Defendants.

**MOTION FOR SUMMARY JUDGMENT
ON BEHALF OF DEFENDANT
DENNIS WAYNE CATOE**

[Rule 56(c), S.C.R.Civ.P.]

TO: WILLIE J. RILEY, PRO-SE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the Defendant Dennis Wayne Catoe, Esquire, [hereinafter "Catoe"], by and through his undersigned attorneys, herewith moves before the Presiding Circuit Court Judge for an Order, pursuant to Rule 56(c), S.C.R.Civ.P., granting summary judgment to the Defendant Catoe and dismissing the Amended Complaint against Defendant Catoe on the grounds that this civil action by Pro-se Plaintiff Willie J. Riley, [hereinafter "Riley" or "Plaintiff"], has not been properly commenced prior to the expiration of the applicable statute of limitations.

The grounds upon which the Defendant Catoe's motion are based include the undisputed fact that Plaintiff's claims, allegedly involving an occurrence involving and with respect to a July 29, 2008, real estate closing transaction in which Defendant Catoe was retained as the closing attorney [concerning a real estate transaction involving the sale of a parcel of land located at 2181 Whittaker Parkway, Orangeburg, South Carolina 29115 (the "Subject Property")], as Plaintiff references in paragraph 5 of the Amended Complaint, are barred under the applicable statute of limitations. Specifically, because this action has not been properly commenced against this Defendant prior to the expiration of the statute of limitations, which were pled as and

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RICHLAND COUNTY
FILED
JEANETTE W. MORRIS
C.C.P. & G.S.

asserted as an affirmative defense and bar to this action, [see, Verified Answer to Amended Complaint on Behalf of Defendant Catoe, as filed March 19, 2014, p. 8, ¶ 6], all of Plaintiff's claims and Plaintiff's Amended Complaint should be dismissed as a matter of law.

The applicable statute of limitations for a legal malpractice action, like that which this Plaintiff purports to assert against Defendant Catoe, is three (3) years "after the person knew or by the exercise of reasonable diligence should have known that he had a cause of action." S.C. Code Ann. §§ 15-3-530 and 15-3-535 (Supp. 2013); Epstein v. Brown, 610 S.E.2d 816, 818 (S.C. 2005).

With respect to the original Complaint, [which was defective as a matter of law and did not contain the required contemporaneously filed expert affidavit as mandated under S.C. Code Ann. § 15-36-100 (Supp. 2013) and was, therefore, dismissed by the Court's Order as filed February 18, 2014], the original Complaint was filed on September 17, 2013; and, thus it was not properly commenced within the applicable three year statute of limitation period of time for a legal malpractice action against Defendant Catoe. Likewise, Plaintiff's Amended Complaint, which was not filed until March 4, 2014, was not properly commenced within the applicable three year statute of limitation period for a legal malpractice action against Defendant Catoe.

In addition, even under the "Discovery Rule," contained in the statutes above referenced, when applied to the undisputed record facts in this case, Plaintiff Riley knew or should have known he had a potential legal malpractice claim against Defendant Catoe when he sought and received the advice of an independent attorney, William E. Booth, III, Esquire, ["Booth"], in early June 2009 when Plaintiff Riley recognized and knew that he had a legitimate problem with his title to and ownership of the Subject Property Mr. Riley purchased, for which the real estate closing transaction occurred on July 29, 2008. Moreover, Mr. Riley's attorney representing him

in June of 2009, Mr. Booth, wrote a letter dated June 3, 2009, to Mr. Catoe, a true and correct copy of which is attached hereto as **Exhibit 1**, which establishes that at least by June 3, 2009, Plaintiff Riley and his then attorney Mr. Booth knew that legitimate problems, disputes, and issues were presented concerning and involving errors in Mr. Riley's title and the examination of title and the real estate closing by Mr. Catoe involving the Subject Property and a potential legal malpractice claim against the closing attorney, Defendant Catoe, existed at that time. Therefore, at a minimum, the three year statute of limitations period would begin to run at least by June 3, 2009, which would require that any legal malpractice action be commenced within three years of that date or by on or about June 2, 2012, against Defendant Catoe.

Additional grounds on which the Defendant Catoe's Motion for Summary Judgment are based include the Requests for Admissions submitted on behalf of the Defendant Catoe, pursuant to Rule 36, S.C.R.Civ.P., which were served on Plaintiff Riley on October 9, 2014, and which Plaintiff Riley, as the party to whom these Requests were directed, has neither provided any written answer or objection to these Requests for Admission to date, all of which is referenced in the Affidavit of Leslie A. Cotter, Jr., Esquire, as attached hereto as **Exhibit 2** and filed herewith.

Furthermore, as referenced in and by the Affidavit of Mr. Cotter, as contemporaneously filed herewith and attached as **Exhibit 2**, since neither any written answer nor any objection has been provided by Plaintiff Riley to date to Defendant Catoe's Requests for Admission [and because more than thirty (30) days after the service of these Requests for Admission has now elapsed or expired], Defendant Catoe herewith requests and moves that the Court enter an Order or ruling, pursuant to Rule 36(a) and (b), S.C.R.Civ.P., that the matters contained in these Requests for Admission on behalf of Defendant Catoe are all deemed admitted in this action.

Moreover, for the above-stated grounds and reasons, the matters contained in these Requests for Admission, which now are, and should be, all deemed admitted pursuant to Rule 36, S.C.R.Civ.P., further support Defendant Catoe's Motion for Summary Judgment and further indicate, and substantiate, that Plaintiff Riley has not properly commenced this action prior to the expiration of the applicable statute of limitations as a matter of law.

Therefore, as the record, even when construed in a light most favorable to Plaintiff Riley as the non-moving party, contains no genuine issue as to any material fact, Defendant Catoe is entitled to having the Court issue an Order granting summary judgment in his favor as the purported claims of Plaintiff Riley are barred and have not been commenced prior to the expiration of the applicable statute of limitations as a matter of law.

The instant motion shall also be based upon the pleadings; applicable case and statutory law; the attached **Exhibit 1**; the Affidavit of Leslie A. Cotter, Jr., Esquire, with its attached Exhibit, as contemporaneously filed herewith and attached as **Exhibit 2**; such additional affidavits, documents, or materials as may be filed and submitted; and upon such other or further arguments or information as may be received by the Court.

RESPECTFULLY SUBMITTED,

RICHARDSON, PLOWDEN & ROBINSON, P.A.

Leslie A. Cotter, Jr.

Leslie A. Cotter, Jr.
Post Office Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400 (Main #)
(803) 779-0016 (Fax)

December 3, 2014
Columbia, South Carolina

ATTORNEYS FOR DEFENDANT DENNIS
WAYNE CATOE

BOOTH

LAW FIRM, LLC

WILLIAM E. BOOTH III
BOOTH.LAW@BELL.SOUTH.NET

CONSOLIDATED BUSINESS PARK
3231 SUNSET BOULEVARD, SUITE A
WEST COLUMBIA, SC 29169

P: 803.791.9211
F: 803.791.3159

June 3, 2009

ORIGINAL VIA FACSIMILE (781-4226)

Dennis Wayne Catoe, Esquire
121 Executive Center Drive
Columbia, SC 29210



Re: Closing - Willie Riley - 2181 Whitaker Parkway, Orangeburg, SC 29115
(Our File No. 4591.1026)

Dear Dennis:

I am looking at a HUD-1 Settlement Statement dated July 29, 2008, for the purchase by Willie Riley of certain property in Orangeburg County from Aurora Loan Services, LLC. I noticed that he purchased title insurance, and I understand that he has requested the issuance of the title insurance policy, but your office informed him that the final policy had not been prepared.

Based on discussions with Mr. Riley and my review of deeds, I do not believe Aurora had good title for the property described in the deed. I have a copy of the deed recorded on August 1, 2008, in Deed Book 1276 at Page 263. The legal description refers to the property as Lot Numbers 11 and 12. I believe the examination of title should show that Aurora Loan Services did not have good title to this property.

I request that you call me as soon as possible to further discuss this matter. I would like to review your title examination report to determine if this property was researched for forty years. Mr. Riley believed that he was purchasing Lot Number 3 and one half of Lot Number 2. He believes that title to this property was in the name of Daniel Green, Jr., at the time of his death on January 11, 2000.

Very truly yours,

William E. Booth III

WEBIII/eje

C: Willie Riley

4591.1026-0001.Doc

WEBSITE ■ WWW.WBOOTH-LAW.COM

RILEY 0754

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Willie J. Riley,

Plaintiff,

v.

Dennis Wayne Catoe and Does,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A No.: 2013-CP-40-05675AFFIDAVIT OF
LESLIE A. COTTER, JR., ESQUIRERICHLAND COUNTY
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JANETTE W. MCBRIDE
C.C.P. & G.S.COUNTY OF RICHLAND
STATE OF SOUTH CAROLINA

PERSONALLY APPEARED BEFORE ME, Leslie A. Cotter, Jr., Esquire, who, after being duly sworn, deposes and states as follows:

1. That I am providing this affidavit in support of, and in conjunction with, the Motion for Summary Judgment on behalf of Defendant Dennis Wayne Catoe, Esquire, ["Catoe"] in the above captioned matter.

2. That my Law Firm and I serve as defense counsel of record for the Defendant Catoe, Esquire, in the above captioned matter.

3. That my Law Firm and I, as defense counsel of record for Defendant Catoe, served the Pro-Se Plaintiff Willie J. Riley, ["Riley"], by both email (at jriley3000@gmail.com) and U.S. Mail, Requests for Admission submitted on behalf of the Defendant Catoe, [along with Exhibits which were attached and labeled as Exhibits 1-7, inclusive], pursuant to Rule 36, S.C.R.Civ.P., on October 9, 2014, in the above captioned matter, a true and correct copy of which is attached hereto as **Exhibit A**.

4. That the email address utilized to serve these Requests for Admission (**Exhibit A**) on Mr. Riley is the email address which Mr. Riley has previously communicated with us as defense counsel in this case; and, the U.S. Mail address utilized to serve these Requests for

Admission (**Exhibit A**) is the address which Mr. Riley has provided to the Court and us and which we have previously served him with other documents in this matter.

5. That more than thirty (30) days after the service of these Requests for Admission (**Exhibit A**) has now elapsed [in particular, more than fifty (50) days after the service of these Requests for Admission on October 9, 2014, has now elapsed]; and, Mr. Riley, as the party to whom these Requests were directed, has neither provided any written answer nor objection addressed to these matters contained in these Requests for Admission (**Exhibit A**) to date.

6. That, in light of neither any written answer nor objection being provided by Mr. Riley, the party to whom the Requests were directed, that pursuant to Rule 36(a) and (b), S.C.R.Civ.P., and upon present information and belief, the matters contained in these Requests for Admission (**Exhibit A**) are, and should be, all deemed admitted.

7. That I am over twenty-one (21) years of age and I am competent to testify to and have expressed my personal knowledge concerning the foregoing matters set forth in this Affidavit which are true and correct to the best of my knowledge, information and belief. That, in addition, I have received a copy of this Affidavit and the attached **Exhibit A** and acknowledge receipt thereof this date.

Dated: 12.03.14

Leslie A. Cotter, Jr.
Leslie A. Cotter, Jr., Esquire

SWORN to before me this 3rd

day of December, 2014

Sonya Hancock
Notary Public for State of South Carolina
My Commission Expires: 9/5/2022

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

C/A No.: 2013-CP-40-05675

Willie J. Riley,)

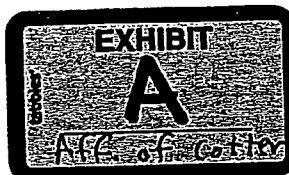
Plaintiff,)

v.)

Dennis Wayne Catoe and Does,)

Defendants.)

**REQUESTS FOR ADMISSION
SUBMITTED ON BEHALF OF DEFENDANT
DENNIS WAYNE CATOE**



TO: WILLIE J. RILEY, PRO-SE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that you are hereby served with Requests for Admission on behalf of Defendant Dennis Wayne Catoe, Esquire, [hereinafter "Catoe"], directed to you, the Pro-Se Plaintiff, Willie J. Riley, [hereinafter "Pro-Se Plaintiff," "Plaintiff," or "Riley"], to be answered and signed by the you, the Plaintiff, within thirty (30) days of service hereof, with both these Requests and the Answers by the Plaintiff thereto being pursuant to and in conformity with Rule 36, S.C.R.Civ.P.

Please answer the following Requests for Admission, as well as other discovery requests in this action, with the understanding that the term "Plaintiff," "Pro-Se Plaintiff," "you" or "yours" refers to Willie J. Riley ["Riley"] and his agents, officials, shareholders, employees, or representatives and anyone acting on his behalf in the above captioned case.

Please also answer the following Requests for Admission, as well as other discovery requests in this action, with the understanding that the parcel of land located at 2181 Whittaker Parkway, Orangeburg, South Carolina 29115, which is located in Orangeburg, South Carolina, being known, shown and designated as:

All that certain piece, parcel or lot of land, lying and being in School District No. 5, outside Orange Township, Orangeburg County, South Carolina, designated as Lots Nos. 11 and 12 on subdivision plat of property of Willie Jones by H. Frank O'Cain, C.E., dated September 19, 1960, bounded and measuring as follows: Northwest by lands of Willie Jones and measuring thereon Two Hundred (200) Feet; Northwest by lands of Willie Jones

and measuring thereon One Hundred twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two hundred Feet (200); and southwest by county road, and measuring thereon one hundred Twenty (120) feet. Said lot being a portion of that same tract of land of ninety-six acres, more or less.

This is the same property conveyed to Aurora Loan Services, LLC, by deed of O. Davis Burgdorf, Master in Equity, dated June 18, 2007, and recorded in Office of the Register of Deeds for Orangeburg County on July 3, 2007, in Deed Book 1217 at page 224.

TMS # 0182-14-04-012.000
aka 2181 Whittaker Parkway, Orangeburg, SC 29115

is referred to and known as the "Subject Property;" [which is also designated and known as "Lot Nos. 11 and 12" or "Lot 11 and Lot 12"]; and, this is the Subject Property that the Plaintiff references in paragraph 4 of the Amended Complaint [wherein it is stated that "[o]n July 22, 2008, Plaintiff Mr. Riley, purchased a foreclosure property for the sum of \$3,800.00 from Aurora Loan Services, LLC"].

Finally, please also answer the following Requests for Admission, as well as other discovery requests in this action, with the understanding that "Lot 3" refers to that parcel of land described as follows:

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, South Carolina, being all of Lot 3 and the eastern half of Lot 2, as shown on a plat of property of H. A. Lyons made by Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat book 17 at Page 83, together having the following boundaries and measurements: Northwest by S.C. Highway S-38-796 and fronting thereon 135 feet. Northeast by property of Jones Terrace Subdivision 135 feet and Southwest by remaining one-half portion of Lot 2 on said plat 150 feet. The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr. by deed of George R. Zimmerman, dated February 22, 1971 and being recorded February 23, 1971, in Deed Book 341 at Page 189 in the Office of the Clerk of Court for the State and County aforesaid.

TMS # 0182-14-05-014.000 (new), 0192-15-08-006.00 (old).

Please admit or deny the truth of the following matters:

REQUEST FOR ADMISSION No. 1: Admit that the attached **Exhibit 1**, [which was also attached as Exhibit A to the Defendant Catoe's Verified Answer to the Amended Complaint], is a true and genuine copy of the Special Warranty Deed, as filed August 1, 2008, in the Orangeburg County Register of Deeds Office in Deed Book 1276 at pages 263-267 referencing the sale of the Subject Property [also designated as Lot Nos. 11 and 12] to Mr. Riley and concerning Mr. Riley's purchase of the Subject Property [for the sum of \$3,800 from the Seller, Aurora Loan Services, LLC].

REQUEST FOR ADMISSION No. 2: Admit that in July 2008, with respect to the Subject Property, Mr. Riley believed he was buying Lots 11 and 12, and not Lot 3.

REQUEST FOR ADMISSION No. 3: Admit that after purchasing in July 2008 the Subject Property, [also designated as Lots 11 and 12], Mr. Riley performed some improvement work in 2008 and 2009 on Lots 11 and 12, and not on Lot 3.

REQUEST FOR ADMISSION No. 4: Admit that Mr. Riley was approached in 2009 by a gentleman by the name of Ulysses Green, ["Green"], who told Mr. Riley that the improvement work Mr. Riley was doing on the Subject Property, [also designated as Lots 11 and 12], was "on the wrong piece of property;" and, that, with this assertion and information in 2009 from Mr. Green, Mr. Riley knew or should have known about a problem or dispute concerning his title to and ownership of the Subject Property in 2009.

REQUEST FOR ADMISSION No. 5: Admit that, after learning of the problem with his title to and ownership of the Subject Property, Mr. Riley contacted Mr. Catoe in 2009 to inform Mr. Catoe of the error and problem with the title and seek help in a resolution of the error concerning his title to and ownership of the Subject Property.

REQUEST FOR ADMISSION No. 6: Admit that in 2009 after contacting Mr. Catoe, who was the closing attorney in the real estate transaction involving Mr. Riley's purchase of the Subject Property, Mr. Riley realized that Mr. Catoe was not going to help him resolve the problem and in 2009 went to another

attorney for legal assistance concerning the error or problem with Mr. Riley's title to and ownership of the Subject Property.

REQUEST FOR ADMISSION No. 7: Admit that by or before June 3, 2009, Mr. Riley sought and received the legal advice and assistance of William E. Booth, III, Esquire, concerning the error or problem with Mr. Riley's title to and ownership of the Subject Property.

REQUEST FOR ADMISSION No. 8: Admit that the attached **Exhibit 2** is a true and genuine copy of a June 3, 2009, letter from Mr. Riley's attorney, William E. Booth, III, Esquire, sent to Mr. Catoe, of which Mr. Riley received a carbon copy, concerning the error or problem with Mr. Riley's title to and ownership of the Subject Property and which references the problems with the examination of title and the deed recorded on August 1, 2008, in Deed Book 1276 at Page 263.

REQUEST FOR ADMISSION No. 9: Admit that by on or about June 3, 2009, Mr. Riley had contacted another attorney, William E. Booth, III, Esquire, concerning Mr. Riley's knowledge about the error or problem with Mr. Riley's title to and ownership of the Subject Property and the real estate closing transaction and examination of title involving the Subject Property conducted by Mr. Catoe, who was the real estate closing attorney concerning Mr. Riley's purchase in July of 2008 of the Subject Property from Aurora Loan Services, LLC.

REQUEST FOR ADMISSION No. 10: Admit that Defendant Catoe advised you to settle the disputed claims with Ulysses Green and the Subject Property on multiple occasions.

REQUEST FOR ADMISSION No. 11: Admit that each of the following documents attached as an Exhibit is a true and accurate reproduction of a genuine original:

- (a) **Exhibit 3:** an August 4, 2009, letter from Mr. Riley's then attorney, William E. Booth, III, Esquire, to Kenneth W. Ebner, Esquire, of which Mr. Riley received a copy and Mr. Catoe received a copy.

(b) **Exhibit 4:** an Order filed on November 3, 2010, entered by Orangeburg County Master in Equity Olin Davie Burgdorf, dated November 1, 2010, in the matter of *Willie Riley v. Ulysses Green, individually, and as Personal Representative of the Estate of Daniel Green, et al.*, Civil Action No. 2009-CP-38-1696.

(c) **Exhibit 5:** Printed copies of December 30, 2009, emails exchanges from and between Thomas B. Bryant, III, Esquire, an attorney representing Mr. Green in December 2009 in the matter of *Willie Riley v. Ulysses Green, individually, and as Personal Representative of the Estate of Daniel Green, et al.*, Civil Action No. 2009-CP-38-1696, and Mr. Catoe concerning the dispute about Mr. Riley's title to and ownership of the Subject Property.

REQUEST FOR ADMISSION No. 12: Admit that at the October 6, 2010, trial before the Master in Equity in the matter of *Willie Riley v. Ulysses Green, individually, and as Personal Representative of the Estate of Daniel Green, et al.*, Civil Action No. 2009-CP-38-1696, and prior to any court ruling, Mr. Riley received from Mr. Green an offer to settle the dispute with Mr. Green, which was a settlement offer for Mr. Green to give clear title to Lots 11 and 12 to Mr. Riley and for Mr. Riley to give clear title to Lot 3 to Mr. Green; and Mr. Catoe recommended to Mr. Riley that Mr. Riley accept this settlement offer on October 6, 2010, but Mr. Riley refused this settlement offer.

REQUEST FOR ADMISSION No. 13: Admit that in the Final Order from the Court in the matter of *Willie Riley v. Ulysses Green, individually, and as Personal Representative of the Estate of Daniel Green, et al.*, Civil Action No. 2009-CP-38-1696, Mr. Riley was provided clear title to Lots 11 and 12 and Mr. Green was provided clear title to Lot 3, which was the same proposed resolution and settlement offer presented to Mr. Riley as early as the October 6, 2010, trial before the Master In Equity, as well as on other occasions after that time, but which Mr. Riley had rejected.

REQUEST FOR ADMISSION No. 14: Admit that the attached **Exhibit 6** is a true and genuine copy of an Order filed on June 20, 2013, entered by Orangeburg County Master In Equity James B. Jackson, Jr.,

dated June 19, 2013, in the matter of *Willie Riley v. Ulysses Green, individually, and as Personal Representative of the Estate of Daniel Green, et al.*, Civil Action No. 2009-CP-38-1696.

REQUEST FOR ADMISSION No. 15: Admit that at no time after Mr. Riley purchased the Subject Property in July 2008 did Mr. Riley seek an application for a building permit or receive an application for a building permit concerning the Subject Property.

REQUEST FOR ADMISSION No. 16: Admit that at no time after Mr. Riley purchased the Subject Property in July 2008 did Mr. Riley submit an application with the Orangeburg Department of Power Utilities (DPU), or any other entity, for electrical power or service to be provided at the Subject Property, and no electrical power company or entity provided electrical power or service to the Subject Property at any time after July 2008.

REQUEST FOR ADMISSION No. 17: Admit that the attached **Exhibit 7** is a true and correct copy of official government records from the Orangeburg County Tax Assessor's Office for the Subject Property, also known as 2181 Whittaker Parkway Extension, TMS # 0182-14-04-012.000, from the years 2007 through 2013, inclusive, as those dates and Mr. Riley's name are contained on the records.

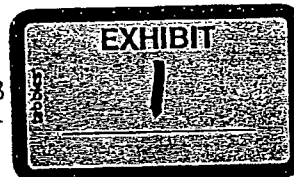
Leslie A. Cotter, Jr.

Leslie A. Cotter, Jr.
Post Office Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400 (Main #)
(803) 779-0016 (Fax)

ATTORNEYS FOR DEFENDANT DENNIS WAYNE
CATOE

October 9, 2014
Columbia, South Carolina

D-BK:01276 PG:0263



After Recording Return To:

~~Buist, Byars & Taylor~~

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BOOK 01276

PAGE 0263 THRU 0267

INSTRUMENT # 2008003172

 FILED
 ORANGEBURG
 COUNTY
 GAIL LANEY
 REGISTER
 OF DEEDS

SCR-080700298A

State of South Carolina

County of Orangeburg

SPECIAL WARRANTY DEED

 Orangeburg County 08-01-2008
 SOUTH CAROLINA
 County Revenue Stamp \$4.40
 State Revenue Stamp \$10.40

KNOW ALL MEN BY THESE PRESENTS,

 Aurora Loan Services, LLC
 601 Fifth Avenue, Scottsbluff, NE 69361

(hereinafter called "Grantor"), for and in consideration of the sum of Three Thousand Eight Hundred (\$3,800.00) Dollars to it in hand paid at and before the sealing of these presents by

Willie Riley

(hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold and released and by these Presents does hereby grant, bargain, sell and release unto the Grantee his/her/their heirs, successors and assigns:

THIS PROPERTY IS MORE COMMONLY KNOWN AS 2181 WHITTAKER PARKWAY, ORANGEBURG, SOUTH CAROLINA, 29115 AND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED. HERETO AND MADE A PART HEREOF BY REFERENCE.

Subject to all easements and restrictions of record and otherwise affecting the property and matters and accurate survey would reveal.

TOGETHER, with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging or in any wise incident or pertaining.

TO HAVE AND TO HOLD, all singular the premises before mentioned unto the Grantee, his/her/ their heirs, successors forever, and the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee, his/her/their successors and assigns against the lawful claim of any person claiming by, through or under the Grantor.

ENTERED IN THE OFFICE OF ASSESSOR
 MAP 0182 SHEET 14 BLOCK 04 PARCEL 012
 THIS 4th DAY OF August 2008
 ORANGEBURG COUNTY JIM W. LEAN, COUNTY ASSESSOR

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

 Deed Prepared By:
 Morris Baird Wick Schneider, LLC

 REO_SC_SpecialWarrantyDeed (rev).aw
 10/05 5.20.2008

1 of 3

 SCR-080700298A
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D-BK:01276 PG:0264

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its undersigned officer(s) and its seal to be hereto affixed.

Date: July 22 2008

Aurora Loan Services, LLC



Signed By: [Signature] (SEAL)

Signature of Corporate Officer

Name of Officer: John Baker

Its: ATP (Title)

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 -

[Signature]
Witness #2 -

State of Colorado
County of Douglas

Personally appeared before me the undersigned witness who, being duly sworn says that (s)he saw within named Grantor by its officer(s) as its act and deed, sign, seal and deliver the within Deed and that (s)he with other witness whose signature appears above witnessed the execution thereof.

Sworn to before me this 22 day of July, 2008

[Signature]
Notary Public for the State of

My commission expires: _____

[Seal]

RANA SERNA
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 07/19/2011

[Signature]
Witness #1 -

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Service Loan Number: 0122948573

RED_SC_SpecialWarrantyDeed(rev).rdw
JD / DS 5.20.2008

2 of 3

Deed Prepared By:
Morris Hardwick Schneider, LLC

SCR-080700298A
07/22/08 @ 12:15 PM

D-BK:01276 & 0265

Exhibit "A"

ALL THAT CERTAIN PIECE, PARCEL OF LOT OF LAND, LYING AND BEING IN SCHOOL DISTRICT NO. 5, OUTSIDE ORANGE TOWNSHIP, ORANGEBURG COUNTY, SOUTH CAROLINA, DESIGNATED AS LOTS NOS. 11 AND 12 ON SUBDIVISION PLAT OF PROPERTY OF WILLIE JONES BY H. FRANK O'CAIN, C.E., DATED September 19, 1960, BOUNDED AND MEASURING AS FOLLOWS: NORTHEAST BY LANDS OF WILLIE JONES, AND MEASURING THEREON TWO HUNDRED (200) FEET; NORTHWEST BY LANDS OF WILLIE JONES AND MEASURING THEREON ONE HUNDRED TWENTY (120) FEET; SOUTHWEST BY LOT NO. 10 OF SAID PLAT, LANDS OF WILLIE JONES, AND MEASURING THEREON TWO HUNDRED (200) FEET; AND SOUTHWEST BY COUNTY ROAD, AND MEASURING THEREON ONE HUNDRED TWENTY (120) FEET. SAID LOT BEING A PORTION OF THAT SAME TRACT OF LAND OF NINETY-SIX ACRES, MORE OR LESS.

THIS IS THE SAME PROPERTY CONVEYED TO Aurora Loan Services, LLC BY DEED OF O. Davie Burgdorf, Master in Equity, DATED June 18, 2007 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR ORANGEBURG COUNTY ON July 3, 2007 IN DEED BOOK 1217 AT PAGE 224.

TMS #0182-14-04-012.000.

0273320

~~2181 WHITTAKER PARKWAY, ORANGEBURG, SOUTH CAROLINA 29115~~

RE: 2181 Whittaker Parkway, Orangeburg, SC 29115

Servicer Loan Number: 0122948573

Deed Prepared By:
Morris/Hardwick/Schneider, LLC

REG_SC_SpecialWarrantyDeed(rev).indd
10/05/2008 12:13:08 PM

3 of 3

SCR-080700296A
07/22/08 @ 12:13-PM

D-BK:01276 PC 266

Page 1 of 2

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at 2181 Whittaker Parkway, Orangeburg, SC, bearing Orangeburg County Tax Map Number 0182-14-04-012.000, was transferred by Aurora Loan Services, LLC to Willie Riley on July 22, 2008.
3. Check one of the following: The deed is
 - (a) X Subject to the deed recording fee as a transfer for consideration paid, or to be paid, in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) X The fee is computed on the consideration paid, or to be paid, in money or money's worth in the amount of \$3,800.00
 - (b) The fee is computed on the fair market value of the realty that is
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is
5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$3,800.00
 - (b) Place the amount listed in item 5 above here:
 - (c) Subtract Line 6(b) from Line 6(a) and place result here:
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$14.80
8. As required by Code Section, 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney

D-BK:01276 PG:0267

Page 2 of 2

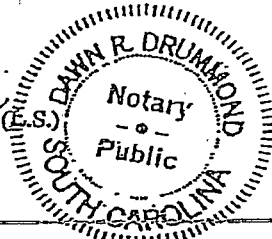
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Dennis Wayne Catot

Dennis W. Catot

SWORN to before me this 30th
day of July, 2008

Dawn R. Drummond
Notary Public for South Carolina
My Commission Expires: 08/05/08



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity that may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivision to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined the Federal Power Act.

Jun 03 2009 1:11PM Booth Law Firm, LLC

803-791-3159

p.1

BOOTH
LAW FIRM, LLCWILLIAM E. BOOTH III
BOOTH.LAW@BELLSOUTH.NETCONSOLIDATED BUSINESS PARK
3231 SUNSET BOULEVARD, SUITE A
WEST COLUMBIA, SC 29169P: 803.791.9211
F: 803.791.3159

June 3, 2009

ORIGINAL VIA FACSIMILE (781-4226)

Dennis Wayne Catoc, Esquire
121 Executive Center Drive
Columbia, SC 29210Re: Closing - Willie Riley - 2181 Whitaker Parkway, Orangeburg, SC 29115
(Our File No. 4591.1026)

Dear Dennis:

I am looking at a HUD-1 Settlement Statement dated July 29, 2008, for the purchase by Willie Riley of certain property in Orangeburg County from Aurora Loan Services, LLC. I noticed that he purchased title insurance, and I understand that he has requested the issuance of the title insurance policy, but your office informed him that the final policy had not been prepared.

Based on discussions with Mr. Riley and my review of deeds, I do not believe Aurora had good title for the property described in the deed. I have a copy of the deed recorded on August 1, 2008, in Deed Book 1276 at Page 263. The legal description refers to the property as Lot Numbers 11 and 12. I believe the examination of title should show that Aurora Loan Services did not have good title to this property.

I request that you call me as soon as possible to further discuss this matter. I would like to review your title examination report to determine if this property was researched for forty years. Mr. Riley believed that he was purchasing Lot Number 3 and one half of Lot Number 2. He believes that title to this property was in the name of Daniel Green, Jr., at the time of his death on January 11, 2000.

Very truly yours,
A handwritten signature in dark ink, appearing to read "W. Booth III".

William E. Booth III

WEBIII/eje

C: Willie Riley

4591.1026-0001.Doc

WEBSITE ■ WWW.WBOOTH-LAW.COM

RILEY 0754

COPY

BOOTH

LAW FIRM, LLC

WILLIAM E. BOOTH III
BOOTHILAW@BELLSOUTH.NET

CONSOLIDATED BUSINESS PARK
3231 SUNSET BOULEVARD, SUITE A
WEST COLUMBIA, SC 29169

P: 803.791.9211
F: 803.791.3159

August 4, 2009



Kenneth W. Ebener, Esquire
24 Shadowfield Dr.
West Columbia SC 29169

Re: Harriett Felder - Lot 3 and Eastern half of Lot 2 on Plat of Property of H.A. Lyons by H. Frank O'Cain dated May 31, 1961, recorded in Office of Clerk of Court for Orangeburg County in Plat Book 17 at Page 83
(Our File No. 4591.1026)

Dear Mr. Ebener:

I am in the process of trying to fix some title problems that have been discovered in regards to the above-referenced property. I understand that you were the closing attorney for Mrs. Felder.

I am enclosing a form that Ms. Felder has signed authorizing you to release to me all of the documents relating to this property in your file or in the file of Superior Title. I would appreciate if you would contact me to discuss a time I may be able to come to your office and review your file.

I am enclosing copies of the following that I believe establish that a mutual mistake occurred and she was not deeded the property she agreed to purchase and paid for at closing:

1. HUD-1 from purchase of the property by Ms. Felder;
2. Plat referenced above;
3. Deed into Ms. Felder; and
4. Order of the Probate Court.

I look forward to hearing from you on this.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. Booth".

William E. Booth III

RILEY 0735

WEBIII/eje
Enclosure

C: Dennis Wayne Catoe, Esquire (w/o Enc.)
Willie Riley (w/o Enc.)

STATE OF SOUTH CAROLINA

JUDGMENT ON TRIAL OR ORDER BY THE COURT

COUNTY OF ORANGEBURG

COURT OF COMMON PLEAS

CASE NO. 09 CP-38-1696

VS

Willie RileyLlytes Green et al

EXHIBIT

4

PLAINTIFF(S)

DEFENDANT(S)

☐ JURY VERDICT THIS ACTION CAME BEFORE THE COURT FOR A TRIAL BY JURY. THE ISSUES HAVE BEEN TRIED AND THE JURY HAS RENDERED ITS VERDICT.

☒ DECISION BY COURT THIS ACTION CAME TO TRIAL OR HEARING BEFORE THE COURT. THE ISSUES HAVE BEEN TRIED OR HEARD AND A DECISION HAS BEEN RENDERED.

☐ ACTION DISMISSED ☐ RULE 20 (D) OR SCRP ☐ RULE 12 (B) OR SCRP

☐ SETTLED ☐ VOL. NONSUITS ☐ OTHER

IT IS ORDERED AND ADJUDGED: ☒ SEE ATTACHED ORDER ☐ STATEMENT OF JUDGMENT BY COURT

DATED AT ORANGEBURG, SOUTH CAROLINA THIS 10th DAY OF November, 2010

JUDGE/CLERK OF COURT

THIS JUDGMENT WAS ENTERED ON THE 10th DAY OF November, 2010
AND A COPY MAILED FIRST CLASS THIS 10th DAY OF November, 2010
TO ATTORNEYS OF RECORD OR TO PARTIES (WHEN APPEARING PRO SE) AS FOLLOWS:

Donna M. Dugas, Esq.Andrew D. Hardison Esq.

ATTORNEY(S) OR PLAINTIFF(S)

ATTORNEY(S) FOR DEFENDANT(S)

FILE #0165

mailed 11/8/10

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

) IN THE COURT OF COMMON PLEAS
) FOR THE FIRST JUDICIAL CIRCUIT

Willie Riley,

PLAINTIFF,

Docket# 2009-CP-36-1696

vs.

Ulysses Green, individually and

as Personal Representative of the

Estate of Daniel Green, and Estate of Daniel Green

Pearlie Mae Graves, Sarah Lee Green, Daniel Green, III

Mildred Ann Green, Larry B. Green, Thomas Price, John Doe)

and Richard Roe, fictitious persons designated to represent)

all the unknown heirs and distributees of Ernestine Green and)

Daniel Green, Jr. deceased, and all other unknown person or)

persons claiming through them or any infant or person under)

disability or in the Armed Forces of the United States of)

America and Mary Roe, fictitious person designated to)

represent the surviving spouse of the parties herein)

claiming a spousal interest in the herein described real)

property and John Doe, Richard Roe and Mary Roe,)

fictitious persons designated as a class to represent all other)

persons unknown claiming any right, title, interest or)

lien upon the real estate described herein, and TO WHOM)

IT MAY CONCERN.)

DEFENDANTS.)

FILED FOR RECORD
WINIFRED CLARK
CLERK OF COURT
ORANGEBURG, SC

2010 NOV -3 A 10:57

ORDER

ORANGEBURG COUNTY, SC
CLERK OF COURT
W. L. Clark
ATTEST: TRUE COPY

RILEY 0166

b1 | This action was brought before me on August 2, 2010, at the Orangeburg County Courthouse in Orangeburg, South Carolina. Some testimony was commenced

but due to a scheduling conflict this matter was continued until October 6, 2010. Present at the hearing were the Plaintiff, his attorney, Dennis Wayne Catoe, Esquire, Defendant, Ulysses Green and his attorney, Andrew S. Radeker, Esquire. Mr. Radeker was retained by Ulysses Green after the hearing on the merits had commenced on August 2. All other Defendants were not present and are in default. It appears that all defendants have been named and served that there are no unknown defendants or defendants under any disability and no need for a Guardian ad Litem. The evidence and testimony of the parties having been heard, the following findings of facts and conclusions of law are hereby made.

FINDING OF FACT

1. The Summons, Complaint and Lis Pendens were filed October 19, 2009. Defendants, Ulysses Green, Pearlle Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, and Larry B. Green, were served with the Summons and Complaint by certified mail as evidenced by Affidavits of Service filed with the Court. Service by publication was made upon the remaining known and unknown Defendants, Joe Doe and Richard Roe, by publication in a newspaper in the Times and Democrat News in the Orangeburg County, South Carolina area as authorized by the Order for Service of Publication filed with the Court. Andrew S. Radeker had a pending motion to file an Answer which the Plaintiff's attorney consented and said Answer was accepted at the final hearing. All other defendants were in default by Affidavit of Default filed on March 17, 2010. An Order for Reference was filed on April 26, 2010. Notice of the hearing was mailed to the defendants May 3, 2010 by certified mail as evidenced by Affidavits of Service filed with the Court.

RILEY 0167

7. Plaintiff contends that he is the successor in interest to Harriet Felder and that he is entitled to have Defendant Ulysses Green, individually or as the Personal Representative of the Estate of Daniel Green, execute and deliver to Plaintiff a deed for Lot 3 correcting and reforming this error in the alternative quiet title on behalf of the Plaintiff. Plaintiff acknowledges that he intended to buy Lot 11 and 12 but contends Estate of Daniel Green nor Defendant Ulysses Green has authority to convey these lots as they belong to the heirs of Ernestine Green. Plaintiff contends that his damages consisting of repairs to lot 11 and 12 and loss of revenue for duration of action can only be compensated by awarding him Lot 3 which has greater market value. Defendant Ulysses Green contends that Lot 3 should be retained by him as the only heir of the Estate of Daniel Green. All other heirs of Daniel Green or heirs of Ernestine Green have quitclaimed their interest to Ulysses Green or have defaulted in the current action.

12/6 8. It appears from the testimony and matters of public record that numerous errors were made in the conveyance of these lots which were not properly corrected in the Probate action nor the foreclosure action. Both Plaintiff and Defendant Ulysses Green have some degree of unclean hands in this action in that Plaintiff is seeking a lot (Lot 3) that he did not intend to buy and did not pay market value and Defendant Ulysses Green has already been fully compensated for the previous attempted sale of Lot 3 yet now wants to retain title to it. Yet both these parties are the last two remaining interested parties in this action and both have incurred substantial costs regarding protection of the property including attorney fees. Defendant Ulysses Green has paid delinquent property taxes on Lot 3 in the amount of \$4,682.29 to keep it from tax sale and Plaintiff indicates that he has expended approximately \$50,000.00 toward the

RILEY 0168

purchase and numerous repair expenses on lot 11 and 12. \$902.78 is currently due in taxes for Lot 11 and 12. Both parties appear to be seeking primarily monetary compensation; therefore, it appears that a compromise on the relief would be fairest to the parties.

CONCLUSIONS OF LAW

The Court finds that it has jurisdiction over the subject matter as to Lot 3 and Lots 11 and 12, all located in Orangeburg County. The Court finds that it has jurisdiction over all persons necessary to render a decision in this matter.

IT IS ORDERED, ADJUDGED, AND DECREED:

1. That the Plaintiff Willey Riley and Defendant Ulysses Green own jointly in fee simple and are entitled to quiet and peaceful possession of that certain parcel of land situated in the County of Orangeburg, State of South Carolina, and described as follows:

2/7 All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, being all of Lot 3 and the eastern half of Lot 2, as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat book 17 at Page 83, together having the following boundaries and measurements: Northwest by S.C. Highway S-38-796 and fronting thereon 135 feet. Northeast by property of Jones Terrace subdivision 135 feet and Southwest by remaining one-half portion of lot 2 on said plat 150 feet. The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr. by deed of George R. Zimmerman dated February 22, 1971 and being recorded February 23, 1971, in Deed Book 341 at Page 189 in the Office of the Clerk of Court for the State and County aforesaid.

TMS # 0182-14-05-014.000 (new) 0192-15-08-006.000 (old)
aka 2181 Whittaker Parkway, Orangeburg, SC

And also,

RILEY 0169

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of

Orangeburg, State of South Carolina, designated as Lots No. 11 and 12, on a subdivision plat of property of Willie Jones by H. Frank O'Cain, C.E., dated September 19, 1960, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, having the following boundaries and measurements: Northeast by lands of Willie Jones and measuring Two Hundred (200) Feet; Northwest by lands of Willie Jones and measuring thereon One Hundred twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two hundred (200) feet; and southeast by a county road and measuring thereon one hundred Twenty (120) feet. Said lot being a portion of that same tract of land of ninety-six acres, more or less.

Being the same property conveyed to Ernestine Price by deed of Willie Jones dated October 10, 1960, and recorded in Clerk of County for Orangeburg County on October 13, 1960, in Deed Book 235 at page 352.

TMS # 0182-14-04-012.000 (new) 0192-15-20-0120.000 (old)
aka 2181 Whittaker Parkway, Orangeburg, SC

2. Plaintiff Willey Riley's and Defendant Ulysses Green's title to said real property is hereby forever quieted against any and all claims or demands of other Defendants, herein named, and any person claiming under them to any estate, right, title, lien, or interest in said real property.

3. The all other Defendants are permanently enjoined and restrained from asserting any claim or interest in or to said real property or any part thereof.

03/8 4. The Plaintiff Willey Riley and Defendant Ulysses Green shall place both properties on the market through a realtor, that they can agree upon, and at a price for each lot as they can agree upon consultation with their realtor.

5. Upon sale of the properties, certain costs shall be paid from the proceeds, including the closing costs, realtor fees and the party paying the delinquent taxes on Lots 11 and 12 shall be reimbursed for said taxes in the amount of \$902.78, upon paid receipt, and Defendant Ulysses Green shall be reimbursed \$4,682.29, upon paid receipt, for delinquent taxes paid on Lot 3 then the net balance shall be distributed equally between the Plaintiff and the Defendant Ulysses Green. No offset shall be made for Plaintiff's prior improvements of the property as this will be reflected out of the

RILEY 0170

increased sales price of the total lots; however, any improvements or repairs made by either party and with the advise of the realtor after the date of this order shall be reimbursed to the party incurring said cost from the sale prior to the net disbursements to Plaintiff and the Defendant Ulysses Green.

6. That in the event after 6 months from the date of this Order these properties have not been sold, the Court shall order a public sale based on the terms set forth above to finally dispose of this matter.

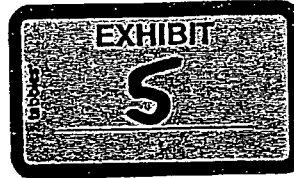


OLIN DAVIE BURGDORF
MASTER IN EQUITY
for Orangeburg County

Orangeburg, South Carolina
November 6, 2010

RILEY 0171

Subj: RE: Riley vs. Green Orangeburg County CCP
 Date: 12/30/2009 3:43:52 P.M. Eastern Standard Time
 From: tombryant@bryantfirm.com
 To: DWCatoe@aol.com



Thanks so much. You have a much better handle on this than I.

Do you have a copy of the contract with Ms. Felder? I wonder if it has a better description that the mere 2181 address.

I am getting Mr. Green down here before I talk to you so I will have his "side" before we talk. There is no question he relayed to me he owned both sides of the street. I think it is clear he doesn't.

Thomas B. Bryant, III
 Bryant Fanning & Shuler
 P. O. Box 1265
 Orangeburg, SC 29116-1265
 (803) 534 5910
 (803) 534 0305 fx

From: DWCatoe@aol.com [mailto:DWCatoe@aol.com]
 Sent: Wednesday, December 30, 2009 2:44 PM
 To: tombryant@bryantfirm.com
 Subject: Re: Riley vs. Green Orangeburg County CCP

Mr. Bryant,

I understand the confusion on the facts in this case. Most of your comments are correct. We are seeking a deed and clear title as to Lot 3. I suggest a meeting between you and I and I will lay out all the research results. Ulysses was poorly served by some prior attorneys whom were confused or had bad information. I will be able to shown you that Ulysses, as PR for the Estate of Daniel Green, only had one lot available to sell, Lot 3. He is misguided to think he ever had rights to Lot 11 & 12. Most of the attorneys' confusion was the use of the address in contracts and other documents. 2186 Whittaker was at one time use by the county for both Lot 3 and Lot 11 & 12. Lot 11 & 12 (one combined taxable lot) belonged to Ernestine Green a live-in girlfriend of Daniel Green, not his wife, common-law or otherwise. Daniel Green still has a wife based on what Ulysses relayed to me. Ernestine Green's estate was probated by her two sons whom were never made part of Daniel Green's estate or litigation. Our position is that only Lot 3 could have passed from the Estate of Daniel Green to Ms. Felder, therefor the subsequent successors in interest, the mortgage company then Mr. Riley, the plaintiff, have the right to have their deed reformed to correct it to Lot 3. Please remember that Ulysses, as PR, was already paid \$70,000. Ulysses knows Lot 3 was intended to be sold as this is the house substantial repairs were done by him in contemplation of the sale, as evidenced by the HUD statement of that closing and Ms. Felder moved into the house until even after the foreclosure.

I will contact you after the holidays to set up a time to meet and share all my research. I think I can help explain some of the problems rather than just send you the raw documents. I think we can reach an agreement after all the facts are clarified.

Dennis Wayne Catoe
 Attorney at Law
 121 Executive Center Drive
 Congaree Bldg, Suite 218
 Columbia, South Carolina 29210
 Phone (803) 407-2500
 Fax (803) 612-5135

RILEY 0736

In a message dated 12/30/2009 10:37:03 A.M. Eastern Standard Time, tombryant@bryantfirm.com writes:

Mr. Catoe:

Ulysses Green has asked my assistance in representing him in this matter and this is to ask your help in ascertaining the facts. While I am inclined to think Mr. Green's best source of relief may be against one or more of the people who "helped" him through these events, I nonetheless am trying to get it all in place.

1. The subject lot and improvements are at 2186 Whittaker Pkwy and is lot 3 and the eastern half of lot 2.-----

2. The probate court order of Feb 1, 2006 approved the sale of lots 1, 2 and 3, when it appears to me the Green estate only owned 3 and the eastern portion of 2.

3. Kenneth Ebner/Superior Closing and Title Services prepared the deed for Mr. Green to convey lots 11 and 12, across the street. That address is 2181 Whittaker.

4. The corrective deed from the PR included the description to lot 1 and the eastern half of lot 2, thereby rendering that deed ineffective.

5. Para 15 of your complaint alleges lot 3 and the eastern half of 2 are at the address 2181, when that address is for 11 and 12, again, across the street.

6. I have never seen the contract but you say in para 16 that the contract called for the sale of 2181. That may be correct but that would mean 11 and 12.

7. The deed shows the property address which is 2181 and this again is 11 and 12. I am wondering if the lawyer was misled into thinking the contract was for 11 and 12, if there was no further identification other than the address.

8. I find no quitclaim deeds from the other Green devisees/heirs (whatever the case - probate order says "devisees" so I assume a will).

9. Going to the Reg of Deeds web site, I cannot find how U Green acquired title to the property across the street, lots 11 and 12. The deed to Harriett Felder states it is the property "conveyed to Ulysses Green, as Pr by deed of the estate of Daniel Green, Jr., February 1, 2006" Your derivation in para 24 stops at the Ernestine Price deed from Willie Jones in 1960 and I see your recitation in para 25 about someone else, Green and Price, as being the owners. It is my understanding U. Green, prior to the Felder conveyance, claimed ownership of 11 and 12 as well as 3 and half of 2 from his father's estate.

10. I am a little confused (as I read through your complaint) as to what your client wants when you say in para 26 "if he is not granted the relief requested as to Lot 3, then he should be granted clear title to Lots 11 and 12. Does that mean PI really wants lot 3 and the eastern half of lot 2? From your prayer, it appears the PI is going for lots 3 and half of 2 or in the alternative will take the house where he has made \$35,000 in improvements.

In all my years, I have never seen such a set of confused facts.

Thank you if some of this can be clarified.

Thomas B. Bryant, III
Bryant Fanning & Shuler
P. O. Box 1265
Orangeburg, SC 29116-1265
(803) 534 5910
(803) 534 0305 fx

RILEY 0737

FORM 4

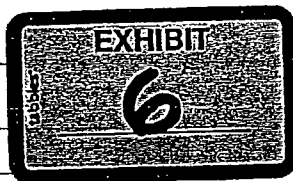
STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2009-CP-38-1696

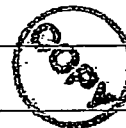
Willie Riley,

PLAINTIFF(S)



Ulysses Green, etc., et al.,

DEFENDANT(S)



Submitted by: Andrew S. Radeker

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 ☐ Statement of Judgment by the Court.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case

Additional Information for the Clerk : Provide to Register of Deeds to be recorded

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)
Willie Riley	Ulysses Green, individually and as Personal Representative of the Estate of Daniel Green, and Estate of Daniel Green, Pearl Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, Larry B. Green, Thomas Price, John Doe and Richard Roe, fictitious persons designated to represent all the	Quieting title in Lots 11 and 12 (described in attached order), TMS # 0182-14-04-012.000 (new), 0192-15-20-0120.000 (old)

	unknown heirs and distributees of Ernestine Green and Daniel Green, Jr. deceased, and all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America and Mary Roe, fictitious person designated to represent the surviving spouse of the parties herein claiming a spousal interest in the herein described real property and John Doe, Richard Roe and Mary Roe, fictitious persons designated as a class to represent all other persons unknown claiming any right, title, interest or lien upon the real estate described herein	
Ulysses Green	Willie Riley, Estate of Daniel Green, Pearlie Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, Larry B. Green, Thomas Price, John Doe and Richard Roe, fictitious persons designated to represent all the unknown heirs and distributees of Ernestine Green and Daniel Green, Jr. deceased, and all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America and Mary Roe,	Quieting title in Lot 3 (described in attached order), TMS # 0182-14-05-014.000 (new), 0192-15-08-006.000 (old)

	fictitious person designated to represent the surviving spouse of the parties herein claiming a spousal interest in the herein described real property and John Doe, Richard Roe and Mary Roe, fictitious persons designated as a class to represent all other persons unknown claiming any right, title, interest or lien upon the real estate described herein	
Ulysses Green	Willie Riley	\$ 2,414.72
If applicable, describe the property, including tax map information and address, referenced in the order: TMS # 0182-14-05-014.000 (new), 0192-15-08-006.000 (old); and TMS # 0182-14-04-012.000 (new), 0192-15-20-0120.000 (old).		

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.

[Signature]
 Circuit Court Judge MIE

3017
 Judge Code

June 19, 2013
 Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20__ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20__ 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)

 CLERK OF COURT

Court Reporter: _____

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Willie Riley,

Plaintiff,

vs.

Ulysses Green, individually and as Personal Representative of the Estate of Daniel Green, and Estate of Daniel Green, Pearlle Mae Graves, Sarah Lee Green, Daniel Green, III, Mildred Ann Green, Larry B. Green, Thomas Price, John Doe and Richard Roe, fictitious persons designated to represent all the unknown heirs and distributees of Ernestine Green and Daniel Green, Jr. deceased, and all other unknown person or persons claiming through them or any infant or person under disability or in the Armed Forces of the United States of America and Mary Roe, fictitious person designated to represent the surviving spouse of the parties herein claiming a spousal interest in the herein described real property and John Doe, Richard Roe and Mary Roe, fictitious persons designated as a class to represent all other persons unknown claiming any right, title, interest or lien upon the real estate described herein, and TO WHOM IT MAY CONCERN,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2009-CP-38-1696



ORDER OF JUDGMENT
UPON NEW TRIAL

FILED FOR RECORD
2013 APR 20 PM 1:52
CLERK OF COURT
ORANGEBURG COUNTY, SC

ATTEST: TRUE COPY

Wynne B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

This matter came before me at a new trial scheduled for April 24, 2013, in the above-captioned action, following the Court of Appeals' reversal of the decision of the Honorable O. Davie Burgdorf in this case and its remand of the case for a new trial. Dennis Wayne Catoe, Esquire, appeared for the Plaintiff (hereinafter "Riley"), and Andrew S. Radeker, Esquire,

appeared for Defendant Ulysses S. Green (hereinafter "Green"). The Court accepted counsel's agreement that the Court should decide this case based on the existing record in this action, including the testimony and exhibits from the two hearings that comprised the first trial in this case, and that the parties' arguments and motions at this trial are the same as those reflected in the record and in the briefs filed in the Court of Appeals.

FINDINGS OF FACT

This is an action brought by Riley against Green and others, which originally sought reformation of a deed from Green as personal representative of the Estate of Daniel Green to Harriet Felder (hereinafter "Felder") and asked that title to two parcels of land ("Lot 3" and "Lot[s] 11 & 12") be quieted in Riley. (Riley's appellate brief makes clear that Riley is not pursuing the reformation claim any longer.) Green served a *pro se* answer to Riley's complaint, essentially denying that Riley was entitled to the relief sought in the complaint and stating that Riley stood in no privity with Green individually or with the Estate of Daniel Green. All other defendants did not serve responsive pleadings. Accordingly, as noted in Judge Burgdorf's rulings previously, all the defendants in this case are in default, with the exception of Green. As discussed below, that is important to the outcome of this case.

The property the parties refer to as "Lot 3" (and which is referred to that way in this Order) is described as follows:

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, being all of Lot 3 and the eastern half of Lot 2, as shown on a plat of property of H. A. Lyons made by H. Frank O'Cain, C.E., dated May 31, 1961, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, in Plat book 17 at Page 83, together having the following boundaries and measurements: Northwest by S.C. Highway S-38-796 and fronting thereon 135 feet. Northeast by property of Jones Terrace subdivision 135 feet and Southwest by remaining one-half

portion of lot 2 on said plat 150 feet. The same being more fully shown and set forth on the above mentioned plat.

Being the same property conveyed to Daniel Green, Jr. by deed of George R. Zimmerman dated February 22, 1971 and being recorded February 23, 1971, in Deed Book 341 at Page 189 in the Office of the Clerk of Court for the State and County aforesaid.

TMS # 0182-14-05-014.000 (new), 0192-15-08-006.000 (old).

The property the parties refer to as "Lots 11 and 12" (and which is referred to that way in this Order) is described as follows:

All that certain piece, parcel or lot of land, with dwelling and other Improvements thereon, situate, lying and being in Orange Township, School District No. 5 (outside), the County of Orangeburg, State of South Carolina, designated as Lots No. 11 and 12, on a subdivision plat of property of Willie Jones by H. Frank O'Cain, C.E., dated September 19, 1960, recorded in the office of the Clerk of Court for Orangeburg County, South Carolina, having the following boundaries and measurements: Northeast by lands of Willie Jones and measuring Two Hundred (200) Feet; Northwest by lands of Willie Jones and measuring thereon One Hundred twenty (120) feet; Southwest by Lot No. 10 on said plat, lands of Willie Jones, and measuring thereon Two hundred (200) feet; and southeast by a county road and measuring thereon one hundred Twenty (120) feet. Said lot being a portion of that same tract of land of ninety-six acres, more or less.

Being the same property conveyed to Ernestine Price by deed of Willie Jones dated October 10, 1960, and recorded in Clerk of County for Orangeburg County on October 13, 1960, in Deed Book 235 at page 352.

TMS # 0182-14-04-012.000 (new), 0192-15-20-0120.000 (old).

The case was referred to Judge Burgdorf as Master-in-Equity for Orangeburg County, and the trial of this case was begun on August 2, 2010. Due to time constraints, Riley did not finish the presentation of his case on August 2, 2010, and the remainder of the hearing was continued until October 6, 2010.

Between the time the first part of the hearing was held and when it resumed, Green retained counsel, who served Riley's counsel with a notice of appearance on August 19, 2010.

On September 2, 2010, Green's counsel served Riley's counsel with a motion to amend the answer, attaching a proposed amended answer. The amended answer, with more specific denials and admissions than the *pro se* answer, denied Riley was entitled to the relief he sought, denied he had acquired any title to Lot 3 and denied he had acquired any title to Lots 11 and 12 (or, in the alternative, pled that the most he could have acquired in Lots 11 and 12 was a one-half interest). The amended answer also pled that Riley had failed to state facts sufficient to constitute a cause of action, since his complaint and its attachments showed that he had acquired no title to the property involved and showed that there was no way he could be a bona fide purchaser of the property for value and without notice of his inability to acquire title to it. When the hearing reconvened on October 6, 2010, Riley consented to the amendment of the answer.

On August 2, Riley had presented the testimony of Vince Lyde, a title abstractor. When the hearing resumed on October 6, Riley presented his own testimony and then rested his case. Green then moved for a directed verdict or involuntary nonsuit on the grounds that the evidence showed that Riley had not acquired title to Lot 3 or Lots 11 and 12.

As his case, Green presented his own testimony and six exhibits, which were admitted into evidence by stipulation: the last will and testament of Daniel Green; an Order of the Orangeburg County Probate Court granting a petition to sell real property subject of the Estate of Daniel Green; a copy of a purported deed of Lots 11 and 12 to Felder from Green as personal representative of the Estate of Daniel Green; a copy of a purported mortgage of property described as "All of Lot 1 and the western One-half of Lot 2" from Felder to Mortgage Electronic Registration Systems, Inc. as nominee for First Franklin, a division of National City Bank of Indiana; a copy of a purported corrective deed of "All of Lot 1 and the western One-half of Lot 2" to Felder from Green as personal representative of the Estate of Daniel Green; and a

copy of a purported special warranty deed of Lots 11 and 12 from Aurora Loan Services, LLC to Riley. Green renewed his motions for a directed verdict or involuntary nonsuit with the same arguments.

Green served as the personal representative of the estate of his father, Daniel Green (sometimes referred to in the documents in the record as Daniel Green, Jr.). Daniel Green died testate, but his will did not authorize the personal representative of his estate to sell any real property. Daniel Green died owning the property subject of this case known as Lot 3, and that is not disputed. He did not own any of the property described in various exhibits in this case as "Lot 1" or "Lot 1 and the western half of Lot 2."

Green also contends that Daniel Green also died owning a one-half undivided interest in Lots 11 and 12, stating that Daniel Green inherited this from Ernestine Price, also known as Ernestine Green, who predeceased Daniel Green and whom Green testified was Daniel Green's wife at the time of she died intestate. Ernestine Price died with two living sons, Defendants Larry B. Green and Thomas Price, and she has no other known heirs. Mr. Lyde's testimony was that the probate file for the Estate of Ernestine Price does not indicate that she died with a living husband and lists Defendants Larry B. Green and Thomas Price as her only heirs.

As personal representative of his father's estate, Green brought a proceeding for the probate court to authorize him to sell real property that Daniel Green owned when he died. The probate court granted that petition and authorized the sale of Lot 1 (which Daniel Green did not own) and Lot 3. The probate court's order did not authorize the sale of Lots 11 and 12 or any interest therein.

Felder entered into a transaction to buy property from the estate pursuant to the probate court order for \$73,000.00. Though it seems that all parties to that transaction thought that the property that is accurately described as Lot 3 was what was being conveyed to Felder, the deed

Green signed as personal representative described Lots 11 and 12, and the mortgage that Felder executed to obtain the purchase financing described Lot 1 and half of Lot 2.

After Felder stopped making her mortgage payments, an action was brought to foreclose that mortgage. While that foreclosure action was pending, Superior Closing & Title Services, who had represented Felder in the Estate of Green-Felder closing, got Green, as personal representative of his father's estate, to sign a "corrective deed" to Felder that described Lot 1 and half of Lot 2. At no time was any deed to Felder ever done that described property that was both owned by Daniel Green and also authorized by the probate court Order to be conveyed.

Apparently, the plaintiff in the mortgage foreclosure action pled and succeeded on a claim to reform the property description in the mortgage – and the description was reformed to Lots 11 and 12, not Lot 3. Aurora Loan Services, LLC, the successful bidder at the foreclosure sale, received a master's deed describing Lots 11 and 12. In exchange for \$3,800, Aurora Loan Services executed a deed to Riley describing Lots 11 and 12.

As he testified, Riley believed he was buying Lots 11 and 12, not Lot 3. Riley performed work on Lots 11 and 12, not Lot 3. When Riley discovered, however, that Lot 3 was the more valuable piece of property, he brought this action to attempt to claim title to Lot 3 as well as Lots 11 and 12.

Judge Burgdorf found that the other devisees of Daniel Green quitclaimed their interests in the property subject of this case to Green. No party appealed that finding.

After the Court of Appeals rendered its decision in Green's appeal from Judge Burgdorf's orders, it awarded Green \$2,414.72, which amount is a judgment against Riley pursuant to Rule 222(e), SCACR.

CONCLUSIONS OF LAW

In a civil action, the plaintiff bears the burden of proof. Baugh & Sons Co. v. Graham, 150 S.C. 398, 401, 148 S.E. 220 (1926). "In an action to quiet title, the plaintiff must recover on the strength of his own title, not on the alleged weakness of the defendant's title." Hoogenboom v. City of Beaufort, 315 S.C. 306, 313, 433 S.E.2d 875, 880 (Ct. App. 1992). With respect to each parcel of land in this case, to prevail on his quiet title claim, Riley, the plaintiff, was required to prove that he had title to the property at the time he commenced the action. Morris v. Lambert, 218 S.C. 384, 390, 62 S.E.2d 841, 844 (1950) ("to maintain a suit to quiet title the claimant must have legal title").

Riley never acquired any interest in Lot 3, and no facts were ever presented that indicate otherwise. Judge Burgdorf's finding that that the other devisees of Daniel Green quitclaimed their interests in the property subject of this case to Green is the law of the case. See, e.g., Charleston Lumber Co. v. Miller Hous. Corp., 338 S.C. 171, 525 S.E.2d 869 (2000). Therefore, it is apparent that Green is the owner of Lot 3, and title thereto is quieted in him.

Lots 11 and 12 present a different question. Judge Burgdorf never found that there either was or was not a marriage in existence between Daniel Green and Ernestine Price at the time of the latter's death. The only evidence presented tending to indicate that Ernestine Price died married to Daniel Green was Green's rather vague testimony to this effect. No marriage certificate or filings made by the two as husband and wife were presented, and the probate file for Ernestine Price's estate indicates that she was *not* married at her death, to Daniel Green or anyone else. No evidence was adduced that Green, as personal representative of his father's estate, brought any proceeding to contest that in Ernestine Price's estate. While one can certainly infer that Daniel Green and Ernestine Price had some kind of relationship, the evidence does not persuade the Court that they were married at the time of the latter's death.

Defendants Larry B. Green and Thomas Price are in default of Riley's complaint in this case. Rule 8(d), SCRCP, provides that "[a]verments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading." Accordingly, the failure to serve a timely responsive pleading is an admission of all of a complaint's allegations other than those as to the amount of damages. See Rules 8(d), 55(b), SCRCP. "It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability." Roche v. Young Bros., Inc. of Florence, 332 S.C. 75, 504 S.E.2d 311 (1998). As this is quiet title action, no question of damages is in issue. See S.C. Code Ann. § 15-67-10; Morris, 218 S.C. at 390. Riley's complaint alleges that title to Lots 11 and 12 is vested in him. Defendants Larry B. Green and Thomas Price, the only defendants whom the record indicates might have any interest in Lots 11 and 12 if Green does not, have admitted that Riley owns the property by defaulting in this case. As the only way that the record indicates that Green could own any interest in Lots 11 and 12 is if his father died owning such an interest and Daniel Green's other devisees thus deeded their shares of that interest to Green, the Court's conclusion that there is insufficient evidence to prove the aforesaid marriage is dispositive of the question of who owns Lots 11 and 12. Riley does.

Accordingly, IT IS THEREFORE HEREBY ORDERED that:

- 1) Title to the above-described Lot 3 is hereby quieted in Green as the sole owner thereof in fee simple absolute;
- 2) Title to the above-described Lots 11 and 12 is hereby quieted in Riley as the sole owner thereof in fee simple absolute;
- 3) The record in this case shall reflect the judgment for costs in the amount of \$2,414.72 in favor of Green and against Riley made by the Court of Appeals; and

- 4) The Orangeburg County Register of Deeds shall record a copy of this Order in the land records for Orangeburg County.

AND IT IS SO ORDERED.

S/932
The Honorable James B. Jackson, Jr.
Master-in-Equity for Orangeburg County

Orangeburg, South Carolina

June 19, 2013

0273320

RILEY WILLIE

2181 WHITTAKER PKWY

210

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
0273320

Parent Parcel Number

Property Address
2181 WHITTAKER PKWYNeighborhood
5300 53.00Property Class
210 210-Res One Family Platted Lot

TAXING DISTRICT INFORMATION

Jurisdiction 038

Area 001

District 5W

Routing Number 01921502012000

OWNERSHIP

RILEY WILLIE
2181 WHITTAKER PKWY
ORANGEBURG, SC 29115-5723WHITTAKER PKWY EXT
11+12
5000431005

Tax ID 0182-14-04-012.000

TRANSFER OF OWNERSHIP

Date

07/22/2008 AURORA LOAN SERVICES LLC

06/18/2007

05/19/2006

Bk/Pg: 01276, 0263
\$3800
Bk/Pg: 1217, 224
\$73000
Bk/Pg: 1152, 198
\$73000

RESIDENTIAL

VALUATION RECORD

Assessment Year	12/31/2006	12/31/2007	12/31/2007	12/31/2008
Reason for Change	CapConv	Reval	Class Change	ATI
VALUATION	L 7460	8400	8400	8400
0	R 13100	17000	17000	17000
	T 20560	25400	25400	25400
VALUATION	L 0	184	184	184
0	R 13100	17000	17000	17000
	T 13100	17184	17184	17184

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor						
Soil ID	Acres	130	-or-						
-or-	-or-		Depth Factor						
Actual	Effective	Effective	-or-	Base	Adjusted	Extended	Influence		
Frontage	Frontage	Depth	Square Feet	Rate	Rate	Value	Factor	Value	
Land Type									
1 Current Use Program	TCK	0.0100		1.00	213.00	213.00	2		2
2 Current Use Program	CCX	0.0800		1.00	161.00	161.00	12		12
3 Current Use Program	CGQA	0.4500		1.00	378.00	378.00	170		170
4 Regular Lot	60.0	60.0	200.0	1.06	50.00	53.00	5180		5180
5 Unimproved L1	60.0	60.0	200.0	1.06	50.00	53.00	3180		3180

COST: card# 01 2 R81 12X22 UNSOUND

OHAP: 01921502012000

OTHR: card# 01 NAME CH PER WILL OF DANIEL GREEN FOR 2001 TX

REG:

card# 01 Address request previously made by Ulysses Green to re
elect:450 Statford Shire Rd CAE29203

Supplemental Cards

MEASURED ACREAGE 1.0900

Supplemental Cards

TRUE TAX VALUE 8544

Supplemental Cards
TOTAL LAND VALUE

8500

IMPROVEMENT DATA

0273320

Property Class: 210
2101 WHITTAKER PKWY

PHYSICAL CHARACTERISTICS

Style: 11 Ranch
Occupancy: Single family
Story Height: 1.0
Finished Area: 800
Attic: None
Basement: None

ROOFING

Material: Asphalt shingles
Type: Other
Framing: Std for class
Pitch: Not available

FLOORING

Sub and joists 1.0

EXTERIOR COVER

Wood siding 1.0

INTERIOR FINISH

ACCOMMODATIONS

Finished Rooms 6
Bedrooms 3
Formal Dining Rooms 1
Fireplaces: 1

HEATING AND AIR CONDITIONING

Primary Heat: Wall units-elec
Lower Full Part
/Bsmt 1 Upper Upper

PLUMBING

3 Flnt. Baths 1 3
Kit Sink 1 1
Water Heat 1 0
TOTAL 4

REMODELING AND MODERNIZATION

Amount Date

Construction	Base Area	Floor Area	Finished Area	Sq Ft	Value
1 Wood frame	800	1.0	800		58820

800 Crawl 0

TOTAL BASE 58820

Row Type Adjustment 1.00%

SUB-TOTAL 58820

0 Interior Finish 0

0 Ext Lvg Units 0

0 Basement Finish 0

Fireplace(s) 2200

Heating -1540

Air Condition 0

Frame/Siding/Roof 840

Plumbing Fixt: 4 2295

SUB-TOTAL ONE UNIT 62615

SUB-TOTAL 0 UNITS 62615

Exterior Features

Description Value

Garages

CONCP 270 0 Integral 0

ORP 2140 0 Att Garage 0

0 Att Carports 0

0 Bsmt Garage 0

Ext Features 2410

SUB-TOTAL 65025

Quality Class/Grade D

GRADE ADJUSTED VALUE 65070

(LCH: 100.00)

SPECIAL FEATURES

Description Value

D HAS 2200

SUMMARY OF IMPROVEMENTS

Description	Value	ID	Use	Story	Const	Year	Eff	Base	Feat	Adj	Size	or	Computed	Phys	Obsol	Market	Value
				Hgt	Type	Grade	Const	Year	Cond	Rate	ures	Rate	Area	Value	Depr	Depr	Adj
D DWELL	1.00	D		1959	1959	P	0.00	Y	0.00	800	65030	71	0	90	100	170	

Data Collector/Date

01/01/1900

Appraiser/Date

01/01/1900

Neighborhood

Neigh 5300 AV

Supplemental Cards

TOTAL IMPROVEMENT VALUE

17000

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

C/A No.: 2013-CP-40-05675

Willie J. Riley,)

Plaintiff,)

v.)

Dennis Wayne Catoe and Does,)

Defendants.)

RULE 68, S.C.R.Civ.P.,
OFFER OF JUDGMENT
ON BEHALF OF DEFENDANT
DENNIS WAYNE CATOE

RICHLAND COUNTY
 FILED
 2014 DEC 16 PM 3:31
 JEANETTE A. MODRITZ
 C.C.P.

TO: WILLIE J. RILEY, AS PRO-SE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Defendant Dennis Wayne Catoe, Esquire, [hereinafter "Catoe"], pursuant to Rule 68, S.C.R.Civ.P., hereby offers to allow judgment to be taken against him on the following terms:

Defendant shall pay Eight Thousand Five Hundred Fifty Dollars (\$8,550.00) to Plaintiff constituting payment in full of all costs, expenses, and damages claimed or asserted by Plaintiff, including any attorneys' fees or other costs.

This offer of Judgment is made by the Defendant for the purposes specified in Rule 68, S.C.R.Civ.P., and is made in an effort to avoid further litigation in this matter of disputed liability and disputed damages; without any admission of any issue of fact, liability, or law; and without any admission of wrongdoing on behalf of the Defendant Catoe.

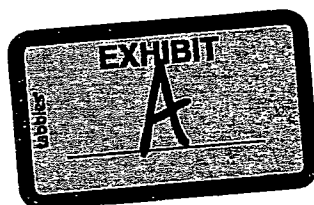
In addition, a copy of Rule 68, S.C.R.Civ.P., is herewith provided, as attached Exhibit A, and served as well on the Pro-se Plaintiff.

RESPECTFULLY SUBMITTED,

Leslie A. Cotter, Jr.

RICHARDSON, PLOWDEN & ROBINSON, P.A.
 Post Office Drawer 7788
 Columbia, South Carolina 29202
 ATTORNEYS FOR DEFENDANT
 DENNIS WAYNE CATOE

Date: December 16, 2014



RULE 68. OFFER OF JUDGMENT, SC R RCP Rule 68

Code of Laws of South Carolina 1976 Annotated
 South Carolina Rules of Civil Procedure
 VIII. Provisional and Final Remedies and Special Proceedings

Rule 68, SCRCP**RULE 68. OFFER OF JUDGMENT****Currentness**

(a) Offer of Judgment. Any party in a civil action, except a domestic relations action, may file, no later than twenty days before the trial date, a written offer of judgment signed by the offeror or his attorney, directed to the opposing party, offering to take judgment in the offeror's favor, or to allow judgment to be taken against the offeror for a sum stated therein, or to the effect specified in the offer. Service of the offer of judgment shall be made as provided in these rules. Within twenty days after service of the offer of judgment or at least ten days prior to the trial date, whichever date is earlier, the offeree or his attorney may file a written acceptance of the offer of judgment. Upon the filing, the court shall immediately issue the judgment and the clerk shall enter the judgment as provided in the offer of judgment. If the offer of judgment is not accepted within twenty days after notification, or prior to or on the tenth day before the actual trial date, whichever date occurs first, the offer shall be considered rejected and evidence thereof is not admissible except in a proceeding after trial to fix costs, interest, attorney's fees, and other recoverable monies. Any offeror may withdraw an offer of judgment prior to its acceptance or prior to the date on which it would be considered rejected by giving notice to the offeree or his attorney as provided in these rules. Any offeror may file a subsequent offer of judgment in any amount which supersedes any earlier offer that was rejected by the offeree or withdrawn by the offeror, and, on filing and service, terminates any rights to interest or costs under the superseded offer. An offer is not considered rejected by a counter offer and shall remain effective until accepted, rejected, or withdrawn as provided in this subsection. All offers of judgment and any acceptance of offers of judgment must be included by the clerk in the record of the case.

(b) Consequences of Non-Acceptance. If an offer of judgment is not accepted and the offeror obtains a verdict or determination at least as favorable as the rejected offer, the offeror shall recover from the offeree: (1) any administrative, filing, or other court costs from the date of the offer until the entry of the judgment; (2) if the offeror is a plaintiff, eight percent interest computed on the amount of the verdict or award from the date of the offer to the entry of judgment; or (3) if the offeror is a defendant, reduction from the judgment or award of eight percent interest computed on the amount of the verdict or award from the date of the offer to the entry of the judgment.

(c) This rule shall not abrogate the contractual rights of any party concerning the recovery of attorney's fees or other monies in accordance with the provision of any written contract between the parties to the action.

Credits

[Amended effective May 1, 1986; July 1, 1994; May 3, 2006.]

Notes of Decisions (4)

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 Rules Civ. Proc., Rule 68, SC R RCP Rule 68
 Current with amendments received thru October 1, 2014.

RULE 68. OFFER OF JUDGMENT, SC R RCP Rule 68

End of Document

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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material and that this Record on Appeal complies to the best of my ability with the April 15, 2014 order from the South Carolina Supreme Court entitled "Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings."



Leslie A. Cotter, Jr., Esquire
Carmen V. Ganjehsani, Esquire
RICHARDSON PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29201
(803) 771-4400

Attorneys for Respondent Dennis Wayne Catoe

June 30, 2016.
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM RICHLAND COUNTY
COURT OF COMMON PLEAS

J. ERNEST KINARD, JR., CIRCUIT COURT JUDGE
TANYA A. GEE, CIRCUIT COURT JUDGE

APPELLATE CASE NO. 2015-001627
CIVIL ACTION NO. 2013-CP-40-05675

RECEIVED

JUN 30 2016

SC Court of Appeals

Willie J. Riley,

APPELLANT,

versus

Dennis Wayne Catoe

RESPONDENT.

CERTIFICATE OF SERVICE

I, the undersigned, an employee of Richardson Plowden & Robinson, P.A., for Respondent, Dennis Wayne Catoe, do hereby certify that I have this date served the foregoing *Supplemental Record on Appeal* by personally depositing a copy of the same in a United States Postal Service mailbox, postage prepaid, addressed to the parties indicated below:

Willie J. Riley
84 Wild Indigo Court
Columbia, South Carolina 29229
Pro-se Appellant

(signature on following page)



Carmen V. Ganjehsani, Esquire
RICHARDSON PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Columbia, South Carolina 29201
(803) 771-4400
Attorneys for Respondent Dennis Wayne Catoe

June 30, 2016.
Columbia, South Carolina

REPLY TO: Columbia
cganjehsani@RichardsonPlowden.com
Direct Dial: (803) 253-8692

June 30, 2016

Via Hand Delivery

The Honorable Jenny Abbott Kitchings
Clerk of Court, S.C. Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

RECEIVED
JUN 30 2016
SC Court of Appeals

Re: Willie J. Riley v. Dennis Wayne Catoe
Appellate Case No.: 2015-001627
C/A No.: 2013-CP-40-05675
RPR File No.: 101-2630

Dear Ms. Kitchings:

Enclosed for filing are the original and 14 copies of the Supplemental Record on Appeal. The Record that is unbound contains the original Certificate of Counsel and Certificate of Service.

By copy of this letter, we are serving a copy of the Supplemental Record on Appeal on Willie J. Riley, *Pro-se* Appellant.

If you should have any questions, please do not hesitate to contact me.

Sincerely,



Carmen V. Ganjehsani

CVG

Enclosures

cc: Willie J. Riley, *Pro-se* Appellant (via U.S. Mail)
Leslie A. Cotter, Jr., Esquire (via email only)