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S.C. SUPREME COURT
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

Case No. 2013-CP-23-5575

HHH Ltd. of Greenville, by
and through its Receiver,
Randy A. Skinner

Respondent,

v.

Randall S. Hiller, Robert E.
Hiller and Randall S. Hiller,
P.A.,

Petitioner.

APPENDIX TO WRIT OF CERTIORARI

Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellants

Other Counsel of Record:
Randy A. Skinner
300 N. Main St., Ste. 201
Greenville, SC 29601

John T. Crawford
704 E. McBee Ave.
Greenville, SC 29601

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850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
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300 N. Main St., Ste. 201
Greenville, SC 29601

John T. Crawford
704 E. McBee Ave.
Greenville, SC 29601

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**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

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

HHH Ltd. of Greenville, Respondent,

v.

Randall S. Hiller, Robert E. Hiller, and Randall S. Hiller,
P.A., Appellants.

Appellate Case No. 2015-000159

Appeal From Greenville County
Letitia H. Verdin, Circuit Court Judge

Unpublished Opinion No. 2016-UP-338
Submitted April 1, 2016 – Filed June 29, 2016

APPEAL DISMISSED

Randall Scott Hiller, of Greenville, for Appellants.

Randy A. Skinner, of Skinner Law Firm, LLC, John T.
Crawford, Jr., of Kenison Dudley & Crawford, LLC, and
M. Stokely Holder, of Holder, Padgett, Littlejohn &
Prickett, LLC, all of Greenville, for Respondent.

PER CURIAM: Appeal dismissed pursuant to Rule 220(b), SCACR, and the
following authorities: *Mountain Lake Colony v. McJunkin*, 308 S.C. 202, 204, 417

S.E.2d 578, 579 (1992) (finding ordinarily, a decision granting or denying an order of reference is not immediately appealable); *Williford v. Downs*, 265 S.C. 319, 321, 218 S.E.2d 242, 243 (1975) (noting an exception to the general rule if the reference order's result will deprive a party of a mode of trial *to which he is entitled*); *Verenes v. Alvanos*, 387 S.C. 11, 15, 690 S.E.2d 771, 772 (2010) ("Whether a party is entitled to a jury trial is a question of law."); *Wachovia Bank, Nat'l Ass'n v. Blackburn*, 407 S.C. 321, 328, 755 S.E.2d 437, 441 (2014) ("~~Appellate courts may decide questions of law with no particular deference to the~~ circuit court's findings."); *Albertson v. Robinson*, 371 S.C. 311, 315, 638 S.E.2d 81, 83 (Ct. App. 2006) ("An action to set aside a transfer as fraudulent pursuant to the Statute of Elizabeth is an action in equity."); *Williford*, 265 S.C. at 321, 218 S.E.2d at 243 ("In equity the parties are not entitled, as a matter of right, to a trial by jury."); *Blackburn*, 407 S.C. at 328, 755 S.E.2d at 441 ("However, counterclaims—including those raised in equitable actions—may, at times, be entitled to a jury trial."); *id.* at 329, 755 S.E.2d at 441 ("If the complaint is equitable and the counterclaim is legal *and compulsory*, the plaintiff or the defendant has a right to a jury trial on the counterclaim." (emphasis added)); *id.* at 328, 755 S.E.2d at 441 ("If the complaint is equitable and the counterclaim is legal and permissive, the defendant waives his right to a jury trial."); *First-Citizens Bank & Trust Co. of S.C. v. Hucks*, 305 S.C. 296, 298, 408 S.E.2d 222, 223 (1991) ("By definition, a counterclaim is compulsory only if it arises out of the same transaction or occurrence as the opposing party's claim."); *N.C. Fed. Sav. & Loan Ass'n v. DAV Corp.*, 298 S.C. 514, 518, 381 S.E.2d 903, 905 (1989) (adopting the "logical relationship test" to determine whether a claim is compulsory or permissive); *Beach Co. v. Twillman, Ltd.*, 351 S.C. 56, 61, 566 S.E.2d 863, 865 (Ct. App. 2002) ("Whether a counterclaim is logically related to the initial claim depends upon the facts of each case.").¹

APPEAL DISMISSED.²

LOCKEMY, C.J., and WILLIAMS and MCDONALD, JJ., concur.

¹ Appellant also appeals the circuit court's denial of his motion for summary judgment. We do not address this issue because it too is not immediately appealable. See *Watson v. Underwood*, 407 S.C. 443, 457, 756 S.E.2d 155, 162 (Ct. App. 2014) ("The denial of a motion for summary judgment is not appealable because it does not finally determine anything about the merits or strike a defense.").

² We decide this case without oral argument pursuant to Rule 215, SCACR.

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PETITION FOR REHEARING

Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellants

Other Counsel of Record:
Randy A. Skinner
300 N. Main St., Ste. 201
Greenville, SC 29601

John T. Crawford
704 E. McBee Ave.
Greenville, SC 29601

PETITION FOR REHEARING

Under Rule 221(a) of the South Carolina Appellate Court Rules, Appellants Petition for Rehearing of the Court's opinion in *HHH Limited of Greenville v. Randall S. Hiller, et al*, opinion number 2016-UP-338 (SC Court of Appeals filed June 29, 2016).

Rehearing is proper for several reasons:

-
1. The Court misapprehended the actual parties in interest in the subject action;
 2. The Court failed to follow Supreme Court precedent in Creed v. C.W. Stokes, 285 S.C. 542, 331 S.C. 2nd 351 (1985) declaring that a reference of a jury issue must be appealed immediately because it effected the mode of trial, a substantial right;
 3. The Court did not consider that a "substantial right" is a right to a mode of trial guaranteed by the South Carolina Constitution and that such a right extends to a trial before a duly elected Circuit Court Judge.

Rehearing and issuance of a new opinion is appropriate as a result.

Number I. The Court misapprehended the actual parties in interest in the subject action. The Court has applied the law of compulsory counterclaims to the within action as if the judgment creditor were the Plaintiff. That was how it should have been. As Appellants argued at their initial Rule 12(b)(6), S.C.R.C.P., motion to dismiss, it was improper to bring the action in the name of the transferor of the property under a Section 27-23-10, *South Carolina Code of Laws*, cause of action (R. Pg. 112). Appellants argued, unsuccessfully, that the judgment creditor was required to bring the action under the aforesaid section and the Plaintiff of the within action was required to be a co-defendant (R. Pg. 115-117). Had the trial court ruled in Appellants' favor then there could not have possibly existed a compulsory counterclaim as the judgment creditor would be the

Plaintiff and the current Plaintiff would be a cross-defendant thereby eliminating any claim as compulsory.

In this case however the Plaintiff/Respondent is the grantor of the deeds which it, now, seeks to set aside as fraudulent transactions although it directly participated in the transaction. No matter the theory under which the Plaintiff/Respondent seeks to void the transactions with the Appellants, whether it be rescission, fraud or the chosen method in this action, the result is that the underlying transaction is the transaction at issue.

As the Court correctly pointed out "a counterclaim is compulsory only if it arises out of the same transaction or occurrence as the opposing parties claim" First Citizens Bank & Trust Co. of SCV Hucks, 305 S.C. 296, 298, 408 S.C. 2nd 222, 223 (1991). In this case the opposing party IS the PARTY that the Appellants transacted business with and thus all of the facts of the counterclaim are identical and logically related to the facts of Plaintiff's claim.

The complaint states two claims against two separate Appellants seeking to set aside the conveyance of two separate parcels of real estate.

In the first instance, the PLAINTIFF executed a purchase money note and mortgage to a third party secured by real estate in Greenville County. The Appellant, Randall S. Hiller, subsequently purchased the note and mortgage and an assignment was duly recorded at least 8 years prior to the entry of a judgment against the Plaintiff. The Plaintiff/Respondent was in default and issued a deed in lieu of foreclosure to satisfy the debt. The PLAINTIFF now seeks to set aside that deed as fraudulent. The judgment creditor is not a party and has not sought to set aside that deed. This counterclaim by the Appellant unquestionably arises out of the same transaction or occurrence that is the subject of the action and is thus compulsory under case law and Rule 13, S.C.R.C.P. Clearly there is a logical relationship between the enforceability of the purchased note

and mortgage, the deed given in lieu of foreclosure and the Plaintiff's now claim that it fraudulently conveyed the property to the Appellant.

The second piece of property, also conveyed by the Plaintiff/Respondent as Grantor, was conveyed pursuant to a written contingent contract between PLAINTIFF and the Appellant, Randall S. Hiller, P.A. to file an action to set aside a tax sale under which the property had already been deeded to the successful purchasers at the tax sale. The Appellant did in fact file an action and after a non-jury trial obtained a successful result wherein the tax sale deeds were voided and title to the property reverted to the Plaintiff. In accordance with the written fee contract, the Plaintiff then executed a deed to a one-half interest in the property to the Appellant which the Plaintiff now seeks to set aside as having fraudulently executed. The contract was performed by Plaintiff and Defendant in accordance with its terms but the PLAINTIFF now seeks to set the entire agreement aside as a fraudulent conveyance. If it indeed did fraudulently execute the deed then Appellant would have no remedy as its counterclaims against the Plaintiff obviously and completely arose out of the same transaction or occurrence that is the subject of the action.

Because the Plaintiff/Respondent is a direct participant in each transaction which is the subject of this litigation and the Appellant's counterclaims are based on the exact same transactions they are both compulsory and rationally related and the Court should reconsider its opinion to dismiss the appeal. North Carolina Federal Savings and Loan Association v. DAV Corp., 298, S.C. 514, 381 S.E. 2nd 903 (1989)

Number II. The Court failed to follow Supreme Court precedent in Creed v. C.W. Stokes, 285 S.C. 542, 331 S.C. 2nd 351 (1985) declaring that a reference of a jury issue must be appealed immediately because it effected the mode of trial, a substantial right.

Creed v. C.W. Stokes, 285 S.C. 542, 331 S.C. 2nd 351 (1985) mandates that a constitutionally protected right effects the mode of trial and is a substantial right which may be appealed immediately.

Number III. The Court did not consider that a “substantial right” is a right to a mode of trial guaranteed by the South Carolina Constitution and that such a right extends to a trial before a duly elected Circuit Court Judge. Appellants are entitled pursuant to the South Carolina Constitution Article I, Sections 3 and 14; Article V, Sections 14 and 15 and Rule 53(b), S.C.R.C.P., to a trial before a circuit judge.

The Circuit Court is a general trial court with original jurisdiction in civil and criminal cases. Article V, Section 11, South Carolina Constitution. Circuit Court judges are qualified and elected pursuant to the Constitution of the State of South Carolina and Masters in Equity are creations of statute appointed by the Governor. Circuit Court judges are constitutionally required to rotate among the circuits established throughout the state. Article V, Section 14 South Carolina Constitution.

Rule 53(b), S.C.R.C.P., provides three instances where a reference is mandated, consent, default, or an action for foreclosure. In all other cases a circuit court may direct a reference of some or all of the causes of action in a case unless a party demands a jury trial.

Appellants did not consent to the reference. Appellants are not in default nor is this a foreclosure action. The circuit court made no distinction between the causes of action referred to the Master but a jury demand was already made and therefore pursuant to Rule 35, S.C.R.C.P., the action should have been returned to the circuit court automatically.

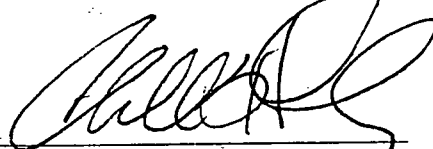
Additionally, the Constitution of the State of South Carolina guarantees to its citizens the right to have its case heard by a circuit court judge absent consent to be heard by a Master in

Equity. Masters in Equity were created to preside over foreclosures and are not subject to the same qualifications or process of election nor are they required to rotate. The legislature establishes terms of court for each circuit and the circuit judges rotate as required by the Constitution and as directed by the chief justice of the Supreme Court. Presumably there is a benefit to the citizens of this state of these constitutional and statutory requirements. Because they are derived from the constitution these benefits must be a substantial right. Creed v. C.W. Stokes, 285 S.C. 542, 331 S.C. 2nd 351 (1985).

Appellants, as are all litigants, absent their consent, their default or in an action for foreclosure, are entitled to a trial, non-jury, jury, equitable or legal in the court of common pleas before a duly elected circuit court judge.

Respectfully Submitted,

RANDALL S. HILLER, P.A.



Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, SC 29609
864-232-0026
864-242-4692 Fax

July 11, 2016
Greenville, SC

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

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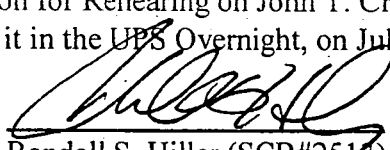
Randall S. Hiller, Robert E.
Hiller and Randall S. Hiller
P.A.,

Appellant.

PROOF OF SERVICE

I certify that I have served Appellant's Petition for Rehearing on John T. Crawford, Esq. and Randy A. Skinner, Esq. by depositing a copy of it in the UPS Overnight, on July 11, 2016.

July 11, 2016


Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
Attorney for Appellant

John T. Crawford, Esq.
704 E. McBee Ave.
Greenville, SC 29601

Randy A. Skinner, Esq.
300 N. Main St., Ste. 201
Greenville, SC 29601

The South Carolina Court of Appeals

HHH Ltd. of Greenville, Respondent,

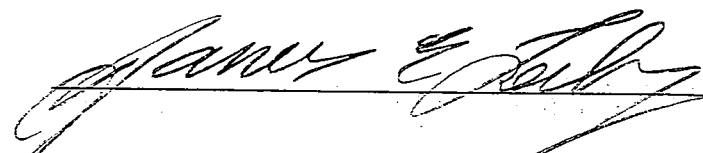
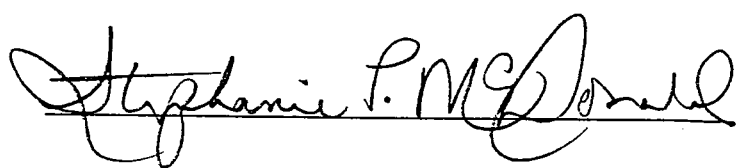
v.

~~Randall S. Hiller, Robert E. Hiller and Randall S. Hiller,~~
P.A., Appellants.

Appellate Case No. 2015-000159

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

 C.J.
 J.
 J.

Columbia, South Carolina

cc:

Randy A. Skinner, Esquire
John T. Crawford, Jr., Esquire
Randall Scott Hiller, Esquire
The Honorable Letitia H. Verdin

FILED

August 18, 2016 87

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APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

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FINAL BRIEF OF APPELLANT

Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellants

Other Counsel of Record:
Randy A. Skinner
300 N. Main St., Ste. 201
Greenville, SC 29601

M. Stokely Holder
John T. Crawford
704 E. McBee Ave.
Greenville, SC 29601

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STATEMENT OF ISSUES ON APPEAL

- I. The Court erred in transferring the case to the Master in Equity without the Defendants' consent and in violation of S.C.R.C.P. Rule 53.
 - II. The Court erred in transferring the case to the Master in Equity thereby depriving the Defendant of his right to a jury trial.
 - III. The Court erred in failing to grant Defendants' Motion for Summary Judgment, the error being that the Defendant was entitled to such ruling as a matter of law because Plaintiff relied solely on the pleadings.
-

STATEMENT OF THE CASE

This action was commenced by the filing of a Summons and Complaint on October 16, 2013 wherein the Plaintiff alleged that it had participated in the transfer of real property in violation of Section 27-23-10 of the South Carolina Code of Laws and a prior Court Order. Appellant timely moved to dismiss pursuant to Rules 12(b)(6) and 12(b)(7) which Motion was denied. Appellant thereafter timely answered and set forth seven affirmative defenses and two counterclaims both of which were law claims, expressly electing a jury trial on those claims.

On October 31, 2014 Plaintiff filed a "Motion for Reference to Master in Equity" pursuant to South Carolina Rules of Civil Procedure Rule 53.

A hearing before the Honorable Letitia H. Verdin was held on that Motion and Appellant's Motion for Summary Judgment on December 18, 2014. On December 19, 2014 Judge Verdin issued an Order granting Plaintiff's Motion for Reference to the Master in Equity. Appellant thereafter filed a timely Motion to Reconsider on January 6, 2015 pursuant to Rules 59 and 60 of the South Carolina Rules of Civil Procedure which were denied by Form Order of Judge Verdin dated January 8, 2015 and received by Appellant on January 12, 2015. Subsequently a corrective Order amending the January 8, 2015 Order dated February 25, 2015 was issued and received by Appellant on February 27, 2015.

This appeal timely followed.

ARGUMENTS

- I. **The Court erred in transferring the case to the Master in Equity without the Defendants' consent and in violation of S.C.R.C.P. Rule 53.**
- II. **The Court erred in transferring the case to the Master in Equity thereby depriving the Defendant of his right to a jury trial.**

On October 31, 2014 Plaintiff filed a Motion for Reference to Master in Equity upon the following grounds:

1. This is an equitable matter;
2. As evidenced by the Master's previous Order, the Master is knowledgeable of the facts and circumstances of this matter;
3. This matter centers on real property issues for which the Master is best suited to adjudicate; and
4. Judicial economy will be best served if the Master presides over this matter.
(Record Pg. 53)

The Court, without comment, granted the Motion. (Record Pg. 80)

The South Carolina Supreme Court has interpreted S.C.R.C.P. Rule 53(b) to authorize the Circuit Court to refer an action to a Master in Equity under four specific circumstances. (1) By consent of the parties, (2) If there is a default, (3) In actions with complicated issues to be tried before a jury, and (4) In all other actions upon application of any party or upon the Court's Motion. First Palmetto Bank and Trust Co. v. Boyles, 302 S.C. 136, 394 S.C.2nd 313 (S.Ct. 1990)

The Defendant did not consent and there is no default nor was there any contention by the Plaintiff that there were complicated issues to be tried before a jury. Thus, the only basis for referral would be pursuant to reason number 4, which only applies unless a request for a jury trial pursuant to Rule 38 is not made or has not been made.

None of the Plaintiff's stated grounds, even were they accurate, could meet those conditions.

"This is an equitable matter" is half true. The Plaintiff states two claims, a claim that it violated Section 27-3-10 of the South Carolina Code of Laws which is equitable and a claim that it violated an existing prior court order which is an action at law. (Record Pg. 10-11) Strangely,

the second cause of action relies upon a court order which contains a provision retaining jurisdiction to the Honorable Edward Miller, a fact which the Plaintiffs conveniently ignore.

"As evidenced by the Master's previous Order, the Muster is knowledgeable of the facts and circumstances of this matter" is simply not true. The prior Order is nothing more than a supplemental proceeding brought under Section 15-39-310, et. seq., appointing a Receiver and, most importantly, was a matter to which these Appellants were not a party. (Record Pg. 129)

"This matter centers on real property issues for which the Master is best suited to adjudicate;" is akin to saying that a breach of contract action for the sale of real property centers on real estate. Nothing about this action involves title to property nor, for that matter, is the Master particularly suited for hearing even a case such as the latter. The case, from the Plaintiff's perspective, is about determining whether or not a valuable consideration was given and interpreting and applying a prior order, nothing more.

"Judicial economy will be best served if the Master presides over this matter" is nothing more than a bald statement unsupported by any fact or argument. It is unsupported because it is inaccurate. In truth judicial economy would best be served by allowing the jury issues and the non-jury issues to be heard by the same trial judge during the same trial as is common practice in the courts of this state.

In the instant case the Defendant has set forth compulsory counterclaims alleging fraud and breach of contract both of which are actions at law and for which a jury trial was duly demanded.

Accordingly, the Defendant is entitled under the Constitution of the State of South Carolina and Rule 38 of the South Carolina Rules of Civil Procedure to a jury trial on all issues so demanded and the trial court's Order has deprived the Defendant improperly of that right.

While the Order of Reference must be reversed for depriving the Appellants of their right to a jury trial and being outside the scope of an Order of Reference pursuant to S.C.R.C.P Rule 53, State constitutional issues also arise under the "catch all" aspects of Rule 53.

Article I, Section III of the South Carolina Constitution grants to its citizens due process of law. Section IX insures its citizens that "all Courts shall be public, and every person shall have speedy remedy therein for wrongs sustained." Article V of the Constitution, Section XI, establishes jurisdiction of the Circuit Court as being a general trial court with original jurisdiction in civil and criminal cases. Section XIII divides the states into judicial circuits and Section XIV provides for the rotation of judges within those circuits. Pursuant to the Constitution the General

Assembly enacted Section 14-1-70 of the South Carolina Code of Laws designating the courts of the state. Nowhere to be found within that designation is the Master in Equity. To the contrary the Master in Equity is separately described and his duties are set forth in Section 14-11-80, South Carolina Code of Laws.

Accordingly, absent consent, a citizen of the State of South Carolina has a constitutional right to have his or her remedy litigated in the Circuit Court and by a Circuit Judge which is specifically provided with the power to hear and determine equitable and non-jury matters.

III. The Court erred in failing to grant Defendants' Motion for Summary Judgment, the error being that the Defendant was entitled to such ruling as a matter of law because Plaintiff relied solely on the pleadings.

While the writer is cognizant of the inability to appeal either the granting or denial of summary judgment this case justifies an exception to the general rule.

At the hearing on Plaintiff's Motion for Referral the Defendants' Motion for Summary Judgment was also scheduled and heard.

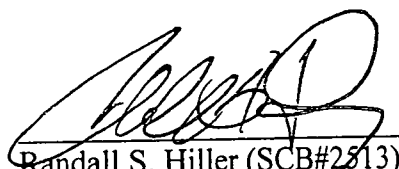
The record will reflect that the Plaintiff made no effort to comply with S.C.R.C.P. Rule 56(e) by responding with affidavits setting forth specific facts showing that there is a genuine issue for trial.

In that the granting of summary judgment is mandatory and perfunctory upon the failure of the non-moving party to respond by affidavits or as otherwise required there is no reason that this Court should not and could not correct that error of law in this appeal.

CONCLUSION

The Order under appeal has improperly denied the Appellant of the right to a jury trial and fails to meet any criteria for an involuntary referral pursuant to S.C.R.C.P. Rule 53 and therefore must be reversed. Appellant was entitled as a matter of law to the granting of its motion for summary judgment and the case should be remanded with instructions to grant the aforesaid motion.

(signature on following page)



Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, SC 29609
Attorney for Appellant

Other Counsel of Record:

M. Stokely Holder

John T. Crawford
704 E. McBee Ave.
Greenville, sC 29601

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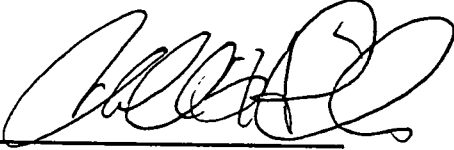
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Hiller and Randall S. Hiller,
P.A.,

Appellant.

CERTIFICATE OF COUNSEL

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

October 7, 2015



Randall S. Hiller
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellant

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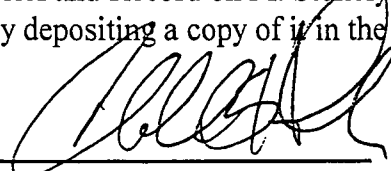
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PROOF OF SERVICE

I certify that I have served Appellant's Final Brief and Record on M. Stokely Holder, Esq., John T. Crawford and Randy A. Skinner, Esq. by depositing a copy of it in the United States Mail, postage prepaid, on October 7, 2015.

October 7, 2015


Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
Attorney for Appellant

M. Stokely Holder, Esq.
John T. Crawford, Esq.
704 E. McBee Ave.
Greenville, SC 29601

Randy A. Skinner, Esq.
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HHH Ltd. of Greenville

Respondent

Randall S. Hiller, Robert E. Hiller and Randall S. Hiller, P.A.

Appellants

RESPONDENT'S FINAL BRIEF

M. Stokely Holder (SC Bar # 73892)
John T. Crawford, Jr. (SC Bar # 69682)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
864-242-4899
Attorneys for Respondent

Other Counsel of Record

Randall S. Hiller (SC Bar #2513)
850 Wade Hampton Boulevard
Greenville, SC 29609
864-232-0026
Attorney for Appellants

Randy A. Skinner
300 North Main Street, Suite 201
Greenville, SC 29601

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STATEMENT OF ISSUES ON APPEAL

- I. DID THE COURT ERR IN GRANTING THE RESPONDENT'S MOTION FOR REFERENCE TO THE MASTER IN EQUITY?
 - II. DID THE LOWER COURT ISSUE AN APPEALABLE ORDER, JUDGMENT OR DECREE IN REGARDS TO APPELLANTS' MOTION FOR SUMMARY JUDGMENT?
-
- III. DID THE APPELLANTS PROPERLY PRESERVE THEIR THIRD ISSUE ON APPEAL?
 - IV. DID THE LOWER COURT ERR IN FAILING TO GRANT APPELLANTS' MOTION FOR SUMMARY JUDGMENT AS A MATTER OF LAW?

STATEMENT OF THE CASE

The Respondent, HHH Ltd. ("HHH"), was put into receivership via order of the Greenville County Master in Equity, the Honorable Charles B. Simmons, Jr., on January 16, 2013 ("Receivership Order") [R. pp. 129-139]. The Receivership Order was granted pursuant to the supplemental proceedings initiated by Holly Woods Association of Residence Owners ("Holly Woods"), a judgment creditor of HHH.¹ The Receivership Order appointed Randy A. Skinner, Esq., as Receiver for HHH. In deciding to put HHH into receivership, Judge Simmons found, in pertinent part, as follows:

Based on the evidence provided to this Court, no one was able to establish who currently owns or operates HHH, or who has in the past owned and operated HHH. However, as shown from the evidence produced to this Court, several transactions have been made by HHH since the Plaintiff's Judgment was rendered. Plaintiff contends these transactions appear to have been consummated in an effort to frustrate the efforts of Plaintiff in satisfying its Judgment lien. The Plaintiff is entitled to have its Judgement carried into effect by the disposition of the Property of HHH, in addition to the ability of Plaintiff to safeguard, preserve and protect the subject Property.

[R. p. 129].

¹ Holly Woods obtained a judgment against HHH on May 14, 2007 in the principal amount of \$971,000.00. [R. pp. 140-154]

Judge Simmons further ruled in the Receivership Order that “the Court retains jurisdiction of this matter to enter such further orders as may be just and proper.”² [R. p. 137].

Appellant Robert E. Hiller was a party to the original action filed by Holly Woods. Appellant Randall S. Hiller, who is serving as counsel for Appellants, was in attendance on his own behalf (pursuant to subpoena) and in a representative capacity during the aforementioned supplemental proceedings hearing. Appellant Randall S. Hiller is, upon information and belief, the sole member and practicing attorney of Appellant law firm Randall S. Hiller, P.A. HHH was owned at some point by Joe Hiller, Sr., who died on May 6, 2012. Joe Hiller, Sr. was the father of Appellants Robert E. Hiller and Randall S. Hiller.

By virtue of the powers vested in Randy A. Skinner, as Receiver for HHH, Ltd., the underlying case was initiated against the Appellants on October 16, 2013. [R. pp. 1-41]. The case involves three claims – two of which were brought under the Statute of Elizabeth (S.C. Code § 27-23-10 (1976)) and one of which was brought for specific performance. The two claims brought under the Statute of Elizabeth alleges that the Appellants participated in the wrongful transfer of three (3) different pieces of real property with the intent to delay, hinder, and defraud a judgment creditor. The Respondent’s claim for specific performance requests the deeds with which the alleged ill-gotten interests were transferred to the Appellants in the three aforementioned properties be set aside so as to restore full title to the property back in the name of the Respondent. All three (3) of the Respondent’s claims are supported, in pertinent part, by filed public records described in detail in the Complaint, copies of which are attached as exhibits to the Complaint. The Appellants are parties to several of these documents, including more than one affidavit signed by Appellant Randall S. Hiller.

² In accordance with universally accepted legal writing standards, the capitalization of the word “Court” in the Receivership Order means the court with which the matter is currently pending, or Judge Simmons. *See Blue Book Rules B7.3.1 and 8.*

Appellants responded to the Complaint by filing a Motion to Dismiss [R. pp. 111-113] pursuant to Rules 12(b)(6) and 12(b)(7), alleging the judgment creditor (“Holly Woods”) must bring the claims asserted in the underlying case, rather than, as was done here, the Receiver on behalf of the judgment debtor/Respondent. The Appellants’ Motion to Dismiss was summarily ~~denied upon the well-established law in South Carolina that the Statute of Elizabeth does not~~ limit its application to judgment creditors and no judgment is needed to invoke it. [R. pp. 115-120]. In so ruling, the lower court found that the Receiver - who is charged with the responsibility of managing the assets of the judgment debtor, HHH Ltd., and disposing of those assets to satisfy the judgment - is a person who is entitled to bring an action for fraudulent conveyances under the Statue of Elizabeth.

Appellants then answered and asserted three counterclaims: fraud, breach of contract and constructive trust; the first two counterclaims being accompanied by a jury demand (the third being a claim in equity; see Lollis v. Lollis, 291 S.C. 525, 530, 354 S.E.2d 559, 561 (1987)(“An action to declare a constructive trust is in equity”)). [R. pp. 42-52]. Thereafter, Judge Simmons held a conference call on June 19, 2014 with all parties for the purpose of getting an update from the Receiver as to the Receiver’s efforts under the Receivership Order. [R. pp. 96-97; 108]. On that call, Judge Simmons was informed of the Respondent’s oversight in filing the underlying case in Circuit Court, rather than in Judge Simmons’ Court per the Receivership Order. Judge Simmons confirmed on that call to all parties that it was his intention to retain jurisdiction over this matter. Judge Simmons instructed the Respondent to file a Motion for Reference in order to have the case under his jurisdiction, per the Receivership Order.

After the Respondent filed a Motion for Reference [R. pp. 53-54] and the Appellants subsequently filed a Motion for Summary Judgment [R. pp. 66-79], a hearing was held before

the Honorable Letitia H. Verdin. On December 19, 2014, Judge Verdin issued an Order granting Plaintiff's Motion for Reference to the Master in Equity. Judge Verdin's December 19, 2014 Order did not ever address, or much less include any ruling, judgment or decree on, the Appellants' Motion for Summary Judgment. The Appellants then filed a Motion to Reconsider ~~[R. pp. 86-91]~~ only in regards to the lower court's ruling on the Motion for Reference, never mentioning their previously filed Motion for Summary Judgment. Judge Verdin subsequently denied the Appellants' Motion to Reconsider. [R. pp. 82-85].

On January 23, 2015 (more than thirty days from Judge Verdin's December 19, 2014 Order), the Appellants filed this appeal. [R. pp. 121-128].

ARGUMENT

I. DID THE COURT ERR IN GRANTING THE RESPONDENT'S MOTION FOR REFERENCE TO THE MASTER IN EQUITY?

It was the understanding of Respondent per the Receivership Order and per Judge Simmons' own confirmation to all parties that Judge Simmons intended for any case such as the one at issue to be filed in his court (the Master in Equity) versus the Circuit Court. By clerical oversight, the underlying case was accidentally filed by Respondent in Circuit Court. Upon recognition of the oversight, and after instruction from Judge Simmons to file a Motion for Reference, the Respondent filed the Motion for Reference at issue. [R. pp. 96-97; 53-54].

It is clear that the Respondent's claims sound in equity. It is also clear that Appellants demanded a jury trial on two of their three counterclaims.³

At the hearing before the lower court on Respondent's Motion for Reference, the Respondent argued that the case should first be referred to Judge Simmons, as Judge Simmons

³ Of note, however, the Appellants - while arguing against the Motion to Refer their claims to Judge Simmons because of the Appellants' jury demand - have argued at the same time in their Motion for Summary Judgment that no genuine issues of material fact exists, such that a jury should not hear their purported legal claims. [R. pp. 66-79]

intended; and, from there, Judge Simmons could rule on the Appellants' Motion for Summary Judgment. [R. pp. 96-97; 108]. Then, Judge Simmons, depending on his ruling on Appellant's Summary Judgment Motion, could determine whether the Appellant's counterclaims should be bifurcated for jury purposes. [Id.].

The lower court issued a form order granting the Respondent's Motion for Reference. [R. pp. 80-81]. The lower court did not rule on the Appellant's Motion for Summary Judgment. Despite the appearance of the lower court's agreement that Judge Simmons retained jurisdiction, such that the lower court's ruling would now give him the ability to determine whether to bifurcate the counterclaims for jury purposes, the Respondent is indifferent at this point as to what occurs with the counterclaims— the Respondent just wants this matter to be litigated to conclusion sooner than later.⁴ Therefore, the Respondent is willing to consent to the reference of only the Respondent's claims together with the Appellants' equitable constructive trust claim to the Master in Equity, Judge Simmons; while allowing the bifurcation of the Appellants' two counterclaims for fraud and breach of contract.

II. DID THE LOWER COURT ISSUE AN APPEALABLE ORDER, JUDGMENT OR DECREE IN REGARDS TO APPELLANTS' MOTION FOR SUMMARY JUDGMENT?

There is absolutely no evidence whatsoever in this case that the lower court issued a ruling of any kind or nature on the Appellant's Motion for Summary Judgment.

Rule 201(a), SCACR, provides, in pertinent part, that "Appeal may be taken, as provided by law, from any final judgment, appealable order or decision." *Rule 201(a), SCACR.*

As was outlined in the recent South Carolina Supreme Court opinion in the case of

⁴ Hence, the Respondent's prior Motion in this Court for a ruling partially granting the relief requested on this Motion to Refer issue, which was denied.

Enersys Delaware, Inc. v. Hopkins, 401 S.C. 615, 738 S.E.2d 478 (2013):

The right of appeal arises from and is controlled by statutory law. Hagood v. Sommerville, 362 S.C. 191, 194, 607 S.E.2d 707, 708 (2005). Generally, a party may only appeal from a final judgment, and piecemeal appeals should be avoided because most errors can be corrected through a new trial. Id. at 194–195, 607 S.E.2d at 708. Whether an order issued prior to or during trial is immediately appealable is governed primarily by Section 14–3–330 of the South Carolina Code (1979 & Supp.2012). Id. at 195, 607 S.E.2d at 708.

Section 14–3–330 provides this Court with appellate jurisdiction over:

- (1) Any intermediate *judgment, order or decree* in a law case involving the merits in actions commenced in the court of common pleas and general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and *final judgments* in such actions; *provided*, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;
- (2) An *order* affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action;
- (3) A *final order* affecting a substantial right made in any special proceeding or upon a summary application in any action after judgment; and
- (4) An *interlocutory order or decree* in a court of common pleas granting, continuing, modifying, or refusing an injunction or granting, continuing, modifying, or refusing the appointment of a receiver.

Accordingly, an order must fall within one of the enumerated subsections to be immediately appealable. State v. Wilson, 387 S.C. 597, 600, 693 S.E.2d 923, 924 (2010).

Enersys at 616-617, 738 S.E.2d at 479 (emphasis supplied).

Notably, in the above cited Enersys case, the issue of appellate jurisdiction was related solely to the lower court's *dispositive ruling* on a motion. The glaring difference between the Enersys case and this case is that the lower court in Enersys actually issued a dispositive order on the motion; whereas, here, no such order has been rendered.

Notwithstanding the fact that the lower court never issued an order on the Appellants' Motion for Summary Judgment, the well-established law in this State makes it clear that, even if the lower court were to have issued an order denying the Appellants' Motion (as Appellants merely hypothesize here), "an order denying a motion for summary judgment, being interlocutory,

is not directly appealable." Quoting Gilmore v. Ivey, 290 S.C. 53, 59, 348 S.E.2d 180, 184 (Ct. App. 1986); Mitchell v. Mitchell, 276 S.C. 44, 275 S.E.2d 1 (1981).

The glaring lack of appellate jurisdiction on this issue, should form the basis of this Court's dismissal/rejection of the issue as proffered – based on mere speculation - by Appellant.

III. DID THE APPELLANTS PROPERLY PRESERVE THEIR THIRD ISSUE ON APPEAL?

When the lower court in its order on Appellant's motion for summary judgment does not address a claim or argument made by Appellant, and where Appellant fails to raise the claim or argument in a motion to alter or amend judgment, the Appellant waives appellate review of the claim or argument. BMW of N. Am., LLC v. Complete Auto Recon Servs., Inc., 399 S.C. 444, 454-55, 731 S.E.2d 902, 908 (Ct. App. 2012); see also Elam v. S. Carolina Dep't of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004)(holding a party *must* file a Rule 59(e), SCRCP motion to preserve an issue for review that has been raised to but not ruled upon by the trial court). In other words, the issue in such a case is not preserved for appellate review. Id.

In the case *sub judice*, there is no mention whatsoever of the Appellants' Motion for Summary Judgment in the orders appealed from. Likewise, the Appellants' Motion to Reconsider was filed only in regards to the Respondent's Motion for Reference, which likewise makes no mention whatsoever of its Motion for Summary Judgment. The record is devoid of any evidence that the orders appealed from relate in any way to the Appellants' Motion for Summary Judgment,

and the record is devoid of any evidence that the Appellants ever filed a Rule 59(e), SCRC, motion on the issue of summary judgment. Therefore, the Appellants failed to preserve any issue regarding the lower court's handling (no ruling) of Appellants' Motion for Summary Judgment. As such, the Appellants' issue III should be dismissed.

IV. DID THE LOWER COURT ERR IN FAILING TO GRANT APPELLANTS' MOTION FOR SUMMARY JUDGMENT AS A MATTER OF LAW?

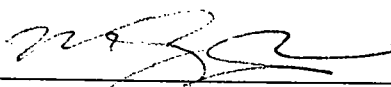
Assuming *arguendo* that the lower court actually denied, granted or otherwise ruled in any manner or fashion on the Appellants' Motion for Summary Judgment, and assuming *arguendo* that the issue of Appellants' Motion for Summary Judgment was preserved for review, the Appellants' Motion for Summary Judgment should not be granted as a matter of law. Summary judgment is not appropriate in this case.

The nature in which this action was brought by Respondent is unique. The Receiver is an independent agent of the lower court who was given the authority necessary to file this action based in part because, as Judge Simmons found, "no one [has been] able to establish who currently owns or operates HHH, or who has in the past owned and operated HHH." [R. p. 129]. As is plainly evident from the Respondent's filings, the claims are based in large part on public records – many of which included the Appellants as parties (some of which included sworn affidavits from Appellants). These public records make it absolutely clear that, at a minimum, there exists genuine issues of material fact with all of the claims at issue.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests that this Honorable Court affirm the lower court's rulings; or, in the alternative, dismiss the Appellants' Issue III on appeal and partially grant the Appellants' request for its two (2) legal claims to remain in the circuit court.

Respectfully submitted,



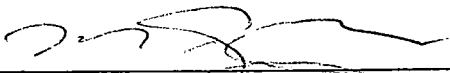
John T. Crawford, Jr. (SC Bar # 69682)
M. Stokely Holder (SC Bar # 73892)
KENISON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4988
Attorneys for Respondent

October 2, 2015
Greenville, SC

Certificate of Counsel

The undersigned hereby certified that Appellant's Final Brief complies with Rule 211(b),
SCACR.

October 2, 2013



John T. Crawford, Jr. (SC Bar # 69682)
M. Stokely Holder (SC Bar # 73892)
KENISON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4988
Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

Case No. 2013-CP-23-5575

HHH Ltd. of Greenville,

Respondent,

v.

Randall S. Hiller, Robert E.
Hiller and Randall S. Hiller,
P.A.,

Appellant.

RECORD ON APPEAL

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COUNTY OF GREENVILLE

HHH Ltd. of Greenville, by and through Randy A. Skinner, its Receiver

Plaintiff(s)

vs.

Randall S. Hiller, Robert E. Hiller and Randall S. Hiller P.A.

Defendant(s)

Submitted By: Randy A. Skinner

Address: Post Office Box 1843, Greenville, SC 29602

CIVIL ACTION COVERSHEET

2013-CP - 23-

5575

SC Bar #: 62988

Telephone #: (864) 232-2007

Fax #: 864-232-8496

Other:

E-mail: randy.a.skinner@gmail.com

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

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|--|--|
| 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)
Previous Notice of Intent Case #
20____-CP-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
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☐ Claim & Delivery (400)
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☐ Sexual Predator (510) | | |

Submitting Party Signature: _____

Date: October 8, 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous¹ Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. *Post Conviction relief matters;*
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

HHH Ltd. of Greenville,
by and through Randy A. Skinner,
its Receiver,

Plaintiff,

vs.

Randall S. Hiller, Robert E. Hiller
and Randall S. Hiller P.A.,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2013-CP-23-

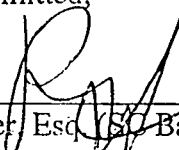
5575

SUMMONS

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 the said Complaint on the subscribers at their offices, Post Office Box 1843, Greenville, South Carolina, 29602, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,



Randy A. Skinner, Esq. (SC Bar# 62988)
Skinner & Associates Law Firm, LLC
Post Office Box 1843
Greenville, SC 29602
Telephone: 864-232-2007
Facsimile: 864-232-8496

October 8, 2013
Greenville, SC

Randy A. Skinner, Esq., Receiver for HHH Ltd. of
Greenville

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

HHH Ltd. of Greenville,)
by and through Randy A. Skinner,)
its Receiver,)

C.A. No.: 2013-CP-23-

5575

Plaintiff,)

vs.)

COMPLAINT
(Non-Jury)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller P.A.,)

Defendants.)

COMES NOW, the Plaintiff, HHH Ltd. of Greenville by and through Randy A. Skinner, its Receiver ("Plaintiff"), complaining of Defendants Randall S. Hiller, Robert E. Hiller and Randall S. Hiller P.A. (collectively "Defendants"), and would show unto this Court as follows:

1. Plaintiff is a South Carolina corporation with its principal place of business located in Greenville County, State of South Carolina. Randy A. Skinner is the duly appointed and acting Receiver for HHH Ltd. of Greenville by virtue of the Order Appointing Receiver issued by the Honorable Charles B. Simmons, Jr. dated January 14, 2013 and filed in C.A. No. 2005-CP-23-2852 in the Greenville County Court of Common Pleas on January 16, 2013.

2. Upon information and belief, Defendant Randall S. Hiller is a citizen and resident of Greenville County, South Carolina and is a brother of Defendant Robert E. Hiller.

3. Upon information and belief, Defendant Robert E. Hiller is a citizen and resident of Greenville County, South Carolina and is a brother of Defendant Randall S. Hiller.

4. Upon information and belief, Defendant Randall S. Hiller, P.A. is a duly authorized Professional Association and is conducting business in Greenville, South Carolina, and Defendant Randall S. Hiller is the sole owner of Defendant Randall S. Hiller, P.A.

5. There are three real properties (the "Properties") that are the subject of this action. The first property is located off of Old Buncombe Road in the County of Greenville and State of South Carolina, having a Tax Map Number of 0476000100108 (hereinafter "Property 1"); the

second property is an undeveloped lot containing approximately 58 acres more or less, having a Tax Map Number of 0464000100132 (hereinafter "Property 2"); and the third property is also an undeveloped lot containing approximately 28.44 acres more or less, having a Tax Map Number of 04640001000108 (hereinafter "Property 3").

6. Jurisdiction and venue are proper in this court.

FOR A FIRST CAUSE OF ACTION
(Recovery of Transfer under South Carolina Code 1976 § 27-23-10 as to Property 1)

7. Plaintiff realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

8. On December 12, 1995, Property 1 was deeded by Robert F. Patterson to the Plaintiff for \$90,000.00. (A true and correct copy of said Deed is attached hereto and incorporated herein by reference as "Exhibit A")

9. Also on December 12, 1995, the Plaintiff provided a first mortgage on Property 1 to Robert F. Patterson securing an indebtedness of \$80,000.00 (the "Mortgage"). The Mortgage was filed in the Greenville County Register of Deeds Office on December 14, 1995 subsequent to the Deed. (A true and correct copy of said Mortgage is attached hereto and incorporated herein by reference as "Exhibit B")

10. On or about September 8, 1999, Robert F. Patterson assigned the Mortgage to Defendant Randall S. Hiller (the "Assignment of Mortgage"). (A true and correct copy of said Assignment of Mortgage is attached hereto and incorporated herein by reference as "Exhibit C")

11. On October 29, 1999, Defendant Randall S. Hiller executed and filed a Release of Mortgage whereby Defendant Randall S. Hiller "release[d] and forever discharge[d]" Property 1 "from the lien of said Mortgage" (the "Mortgage Satisfaction"). (A true and correct copy of said Mortgage Satisfaction is attached hereto and incorporated herein by reference as "Exhibit D")

12. Later on October 29, 1999, the Plaintiff deeded Property 1 to Poinsett Development, LLC ("Deed to Poinsett"). The Deed to Poinsett was filed in the Greenville County Register of Deeds Office subsequent to the filing of the Mortgage Satisfaction. (A true and correct copy of said deed is attached hereto and incorporated herein by reference as "Exhibit E")

13. The Deed to Poinsett was not subject to the Mortgage.

14. On May 12, 2000, Poinsett Development, LLC deeded Property 1 back to the Plaintiff. (A true and correct copy of said deed is attached hereto and incorporated herein by reference as "Exhibit F") The deed from Poinsett Development, LLC back to the Plaintiff was not subject to the Mortgage.

15. On February 7, 2007, a verdict was rendered against Plaintiff in the amount of \$971,000.00 in connection with the lawsuit filed in Greenville County, South Carolina under the caption of: *Holly Woods Association of Residence Owners v. Joe W. Hiller, HHH Ltd. of Greenville, et al.*; 2005-CP-23-2852 (the "Holly Woods Lawsuit"), which became public record

(the "Judgment") and was entered in the judgment rolls for Greenville County whereby Property 1 became subject to the Judgment.

16. The Defendants had personal knowledge of the Holly Woods Lawsuit and the verdict that was rendered in the Holly Woods Lawsuit.

17. On March 15, 2007, Judge Edward W. Miller issued an order in the Holly Woods Lawsuit (the "March 15, 2007 Order") making clear that:

"Mr. [Joe] Hiller and HHH [Ltd. of Greenville] be and are hereby enjoined from selling, transferring, secreting, encumbering, disposing of or otherwise impairing the value of any and all real and personal property owned by the Defendants either individually or jointly. If it shall become necessary in the course of defendants' business to dispose of, transfer or encumber any property, defendants [Joe] Hiller and HHH [Ltd. of Greenville] may make application to this court for an order allowing such disposition."

(A true and correct copy of said order is attached hereto and incorporated herein by reference as "Exhibit G")

18. The March 15, 2007 Order became public record on that March 15, 2007 date and has remained public record to this day.

19. Prior to December 30, 2011, the Defendants were on notice of both the Judgment and the March 15, 2007 Order.

20. On or about December 30, 2011, Defendant Randall S. Hiller prepared and Defendant Robert E. Hiller signed a Deed in Lieu of Foreclosure on behalf of HHH Ltd. of Greenville whereby Property 1 was purportedly deeded from HHH Ltd. of Greenville to Defendant Randall S. Hiller (the "Deed in Lieu"). (A true and correct copy of said Deed in Lieu is attached hereto and incorporated herein by reference as "Exhibit H")

21. Defendant Randall S. Hiller executed an "Affidavit" that was filed with the Deed in Lieu whereby Randall S. Hiller "duly swor[e], depose[d] and sa[id]" that the Deed in Lieu was "exempt from the deed recording fee because [of] Exemption 13". (A true and correct copy of said Affidavit is attached hereto and incorporated herein by reference as "Exhibit H").

22. "Exemption 13" is defined as,

"transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings."

23. Pursuant to the sworn terms of the Affidavit executed by Defendant Randall S. Hiller, Property 1 was still subject to the Mortgage as of December 30, 2011.

24. The only consideration referenced in the Deed in Lieu was the forgiveness of the debt remaining on the Mortgage.

25. Neither HHH Ltd. of Greenville, Defendant Randall S. Hiller nor Defendant Robert E. Hiller made application to Judge Edward W. Miller prior to Defendant Robert E. Hiller's execution of the Deed in Lieu on behalf of Plaintiff and in favor of Defendant Randall S. Hiller.

26. The Deed in Lieu represents a transfer and a conveyance of land subject to the rights of an existing creditor.

27. The Plaintiff, the grantee on the Deed in Lieu, received no lawfully sufficient and reasonably equivalent valuable consideration or alternatively less than equivalent value for the transfer of the Property under the Deed in Lieu due to the Release of Mortgage described in paragraph 11, above.

28. The Defendants Randall S. Hiller and Robert E. Hiller, whose signatures appear on the Deed in Lieu on behalf of the parties to the Deed in Lieu and by whose voluntary acts Property 1 was purportedly transferred as described without valuable consideration, are family members.

29. The Defendants Randall S. Hiller and Robert E. Hiller knew or had reason to know of the existence of the creditor's Judgment lien on Property 1 prior to Defendants Randall S. Hiller and Robert E. Hiller causing the Deed in Lieu to be filed.

30. The Defendants Randall S. Hiller and Robert E. Hiller knew or had reason to know of the existence of Judge Miller's March 15, 2007 Order prior to Defendants Randall S. Hiller and Robert E. Hiller causing the Deed in Lieu to be filed.

31. Property 1 transferred by the Deed in Lieu was in violation of Judge Miller's March 15, 2012 Order.

32. Upon information and belief, Defendant Robert E. Hiller did not have the requisite authority to execute the Deed in Lieu in the name of, or on behalf of, the Plaintiff.

33. The transfer of Property 1 under the Deed in Lieu has prevented the Plaintiff from selling the property to satisfy the judgment rendered against the Plaintiff in the Holly Woods Lawsuit.

34. The transfer and conveyance of Property 1 by Defendants was with the intent or purpose to delay, hinder and defraud a judgment creditor, and has in fact delayed, hindered and defrauded a judgment creditor, of its just and lawful attempts to satisfy the judgment against the Plaintiff, such that the transfer should be deemed clearly and utterly void and of no effect.

FOR A SECOND CAUSE OF ACTION
(Recovery of Transfer under South Carolina Code 1976 § 27-23-10 as to Properties 2 & 3)

35. Plaintiff realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

36. On February 7, 2007, a verdict was rendered against Plaintiff in the amount of \$971,000.00 in connection with the lawsuit filed in Greenville County, South Carolina under the caption of: *Holly Woods Association of Residence Owners v. Joe W. Hiller, HHH Ltd. of Greenville, et al.*; 2005-CP-23-2852 (the "Holly Woods Lawsuit").

37. The Defendants had personal knowledge of the Holly Woods Lawsuit and the verdict that was rendered in the Holly Woods Lawsuit.

38. On March 15, 2007, Judge Edward W. Miller issued an order in the Holly Woods Lawsuit (the "March 15, 2007 Order") making clear that:

"Mr. [Joe] Hiller and HHH [Ltd. of Greenville] be and are hereby enjoined from selling, transferring, secreting, encumbering, disposing of or otherwise impairing the value of any and all real and personal property owned by the Defendants either individually or jointly. If it shall become necessary in the course of defendants' business to dispose of, transfer or encumber any property, defendants [Joe] Hiller and HHH [Ltd. of Greenville] may make application to this court for an order allowing such disposition."

(A true and correct copy of said order is attached hereto and incorporated herein by reference as "Exhibit G").

39. The March 15, 2007 Order became public record on that March 15, 2007 date and has remained public record to this day.

40. On May 14, 2007, the verdict rendered in the Holly Woods Lawsuit became public record (the "Judgment") and was entered in the judgment rolls for Greenville County whereby the Property became subject to the Judgment.

41. Prior to December 30, 2011, the Defendants were on notice of both the Judgment and the March 15, 2007 Order upon their entry by the Court.

42. On May 21, 2012, one-half of Plaintiff's interest in Property 2 and one-half of Plaintiff's interest in Property 3 were deeded by Robert E. Hiller, allegedly on behalf of Plaintiff, to Defendant Randall S. Hiller, P.A. for \$5.00. (A true and correct copy of said "Deed" is attached hereto and incorporated herein by reference as "Exhibit I"). This deed was not filed in the Greenville County Register of Deeds Office until October 10, 2012.

43. Defendant Randall S. Hiller drafted and prepared the Deed.

44. Defendant Robert E. Hiller executed the Deed on May 21, 2012 whereby Defendant Robert E. Hiller represented he was executing the Deed on behalf of HHH Ltd. of Greenville.

45. Defendant Randall S. Hiller, on behalf of Defendant Randall S. Hiller, P.A. executed an "Affidavit" that was filed with the Deed whereby Randall S. Hiller "duly swor[e], depose[d] and sa[id]" that the Deed was "exempt from the deed recording fee because [of] Exemption 8". (A true and correct copy of said Affidavit is attached hereto and incorporated herein by reference as "Exhibit I").

46. "Exemption 8" provides,

"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".

47. Neither Defendant Robert E. Hiller, HHH Ltd. of Greenville nor Defendant Randall S. Hiller made application to Judge Edward W. Miller prior to Defendant Robert E. Hiller's execution of the Deed on behalf of Plaintiff and in favor of Defendant Randall S. Hiller, P.A.

48. The Deed represents a transfer and a conveyance of land subject to the rights of an existing creditor.

49. The Plaintiff received no lawfully sufficient and reasonably equivalent valuable consideration or alternatively less than equivalent value for the transfer of the Property to the Defendant Randall S. Hiller, P.A. under the Deed.

50. The Defendants Randall S. Hiller and Robert E. Hiller, whose signatures appear on the Deed on behalf of the parties to the Deed and by whose voluntary acts Properties 2 and 3 were transferred without valuable consideration, are family members.

51. The Defendant Randall S. Hiller is the sole principal and owner of the Defendant Randall S. Hiller, P.A.

52. The Defendants Randall S. Hiller, Randall S. Hiller, P.A., and Robert E. Hiller knew or had reason to know of the existence of the creditor's Judgment lien on Properties 2 and 3 prior to Defendants Randall S. Hiller, Randall S. Hiller, P.A., and Robert E. Hiller causing the Deed to be filed.

53. Properties 2 and 3 transferred by the Deed was in violation of Judge Miller's March 15, 2012 Order.

54. The Defendants Randall S. Hiller, Randall S. Hiller, P.A., and Robert E. Hiller knew or had reason to know of the existence of Judge Miller's March 15, 2007 Order prior to

Defendants Randall S. Hiller, Randall S. Hiller, P.A., and Robert E. Hiller causing the Deed to be filed.

55. Upon information and belief, Defendant Robert E. Hiller did not have the requisite authority to execute the Deed in the name of, or on behalf of, the Plaintiff.

56. The transfer of Properties 2 and 3 under the Deed has prevented the Plaintiff from selling the property to satisfy the judgment rendered against the Plaintiff in the Holly Woods Lawsuit.

57. The transfer and conveyance of Properties 2 and 3 by Defendants was with the intent or purpose to delay, hinder and defraud a judgment creditor, and has in fact delayed, hindered and defrauded a judgment creditor, of its just and lawful attempts to satisfy the judgment against the Plaintiff such that the transfer should be deemed clearly and utterly void and of no effect.

FOR A THIRD CAUSE OF ACTION
(Specific Performance as to Property 1, 2 and 3)

58. Plaintiff realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

59. The Deed in Lieu for Property 1 and the Deed as to Properties 2 and 3 were transferred in violation of Judge Edward W. Miller's March 15, 2007 Order.

60. Both Deeds were transferred in violation of South Carolina Code 1976 § 27-23-10.

61. Both Deeds between Defendants were not arm's length transactions; were not fair, just nor equitable; and included material flaws in the bargaining process.

62. Fraud, injustice, and hardship will result if both Deeds are not set aside.

63. Judicial economy is best served in this case if specific performance is granted whereby it is ordered that both Deeds are set aside.

64. Because of the unique nature of the real Property and the peculiar value of the Property, Plaintiff hereby prays that both Deeds be cancelled of record, set aside and be rendered null and void.

WHEREFORE, Plaintiff prays for the following relief:

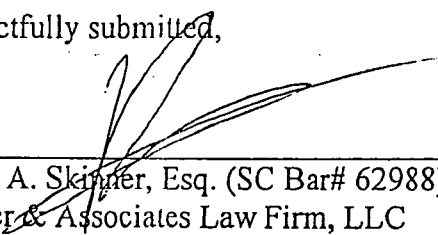
1. On the First Cause of Action, for judgment declaring the transfer of Property 1 by way of the Deed in Lieu to be "utterly null and void" under the provisions of South Carolina Code 1976 § 27-23-10 and ordering its immediate transfer to the Plaintiff, subject to the judgment, together with an award of actual, special and consequential damages in an amount to be determined by the Court, plus costs and interest;

2. On the Second Cause of Action, for judgment declaring the transfer of Properties 2 and 3 by way of the Deed in Lieu to be "utterly null and void" under the provisions of South Carolina Code 1976 § 27-23-10 and ordering its immediate transfer to the Plaintiff together with an award of actual, special and consequential damages in an amount to be determined by the Court, plus costs and interest;

3. On the Third Cause of Action, for an Order compelling specific performance on the part of Defendants ordering the immediate transfer of Properties 1, 2 and 3 by the Defendants to the Plaintiff, plus actual, consequential and special damages, costs and interest; and

4. For such other and further relief this Court may deem just and proper.

Respectfully submitted,



Randy A. Skinner, Esq. (SC Bar# 62988)
Skinner & Associates Law Firm, LLC
Post Office Box 1843

Greenville, SC 29602
Telephone: 864-232-2007
Facsimile: 864-232-8496

Randy A. Skinner, Esq., Receiver for HHH Ltd. of
Greenville

October 8, 2013
Greenville, SC

16297898

FILED
GREENVILLE, S.C.
TITLE NOT EXAMINED

GRANTEES ADDRESS: P.O. Box 329, Greenville, SC 29608

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

) DONNIE L. HILLSLEY
) H.H.G.

KNOW ALL MEN BY THESE PRESENTS, that Robert F. Patterson, in consideration of Ninety Thousand and no/100 (\$90,000.00) Dollars,

~~the receipt of which is hereby acknowledged, have granted,~~

bargained, sold, and released, and by these presents do grant, bargain, sell and release unto HHH Ltd. of Greenville, its heirs and assigns, forever:

ALL those certain piece, parcels, or tracts of land, located in Greenville County, South Carolina, near Paris Mountain and having the following metes and bounds, to wit:

As shown on a plat recorded in Plat Book 28H at Page 63 and by deed from Joe W. Hiller to Robert Patterson recorded in Book 1543 at Page 421.

BEGINNING on the northeastern right of way of Old Buncombe Road, at an iron pin, and running from said point N54--26-43E, 627.48 feet to a spike; thence, N35-33-17W, 347.27 feet to a point; thence S54-26-43W, 649.40 feet to a point on the northeastern right of way of Old Buncombe Road; thence S39-10-00E, 347.95 feet to the POINT OF BEGINNING.

-312-476-1-1.5

This conveyance is made subject to all restrictions, setback lines, roadways, easements, zoning ordinances and rights-of-way, if any, affecting the abovedescribed property.

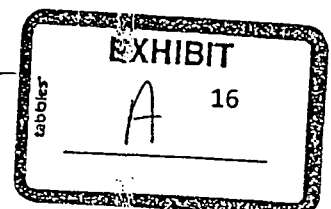
This being a portion of the premises conveyed to the Grantor herein by deed from Joe W. Hiller recorded in Deed Book 1543 at Page 421 on December 17, 1993.

ALSO:

ALL that certain piece, parcel or lot of land, also being a portion of Tract A as shown on the aforementioned plat and having the following metes and bounds:

At the northern most intersection of the subject premises and the northeastern right of way of Old Buncombe Road and running S39-10-00W, 25.07 feet to the POINT OF BEGINNING; thence N46-25-19E, 1460.30 feet; thence N45-19-57E, 367.92 feet; thence N69-58-16E, 275.16 feet; thence S35-17-09E, 789.18 feet; thence S54-42-50W, 268.09 feet; thence N35-17-09W, 623.24 feet; thence S54-34-24W,

-312-476-1-1.4, 1.6, 1.9



708.5 feet; thence N36-29-04W, 103.44 feet; thence S46-25-19W, 1105.03 feet; thence N39-10-00W, 26.07 feet to the POINT OF BEGINNING.

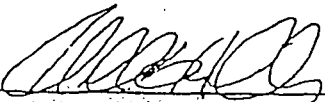
This conveyance is made subject to all restrictions, setback lines, roadways, easements, zoning ordinances and rights-of-way, if any, affecting the abovedescribed property.

This being a portion of the premises conveyed to the Grantor herein by deed from Joe W. Miller recorded in Deed Book 1543 at Page 421 on December 17, 1993.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's heirs or successors and assigns, forever. And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors or administrators to warrant and forever defend all and singular the premises unto the grantee and the grantee's heirs or successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's hand and seal this 10th day of December, 1995.

SIGNED, sealed and delivered in the presence of :



Cecilia M. Kikior



Robert F. Patterson

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

PROBATE

BEFORE ME personally appeared the undersigned and made oath that (s)he saw the within named Grantor sign, seal, and as his/her/their act and deed, deliver the within written Deed; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me, this 12th
 day of December, 1995.

Cynthia N. Brax

[Signature]
 Notary Public for South Carolina
 My Commission Expires: 6/20/99

77655

FILED FOR RECORD IN GREENVILLE
 COUNTY SC RMC OFFICE AT 03:29 PM
 12/14/95 RECORDED IN DEED
 BOOK 1629 PAGE 1898
 DOC # 95077655

Doris S. Taubert

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN

WHEREAS, B88 Ltd. of Greenville

(Hereinafter referred to as Mortgagor) is well and truly indebted unto Robert F. Patterson

14 Alpine Way, Greenville, South Carolina 29602

(Hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Eighty Thousand and no/100-----

Dollars (\$ 80,000.00) due and payable

per the note dated October 1, 1995

is interest thereon from 10/1/95 at the rate of 10% per annum per annum, to be paid per the note

WHEREAS, the Mortgagee may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes

NOW, KNOW ALL MEN, That the Mortgagee, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagee may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, his successors and assigns

"ALL that certain piece, parcel or lot of Land, with all improvements thereon, as hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

See attached Exhibit "A"

FILED
GREENVILLE, S.C.
DEC 14 3 34 PM '95
DONNIE R. WICKENSLEY
C.L.M.C.

NOT RECORDED

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the right, title, and profits which may now or be had hereon, and including all leasing, plumbing, and lighting fixtures now or hereafter attached, connected, or fixed thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his heirs, successors and assigns, forever

The Mortgagee covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and is lawfully entitled to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whosoever lawfully claiming the same or any part thereof

GREENVILLE OFFICE SUPPLY CO., INC.

EXHIBIT 9

B

The Mortgage further covenants and agrees as follows:

(1) That the mortgage shall secure the Mortgagee for each further sum it may be advanced by it, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. That mortgage shall also secure the Mortgagee for any further loans, advances, or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness then secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand to the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards secured by the Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereon shall be held by the Mortgagee, and have attached thereto for the amount in favor of, and in favor acceptable to the Mortgagee, and that it will pay all premiums thereon when due, and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize the insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the Mortgage debt, whether or not insured.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction and completion with no interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon the premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable fee to be fixed by the court in the event the premises are recovered by the mortgagee and after deducting all charges and expenses attending such proceedings and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That in the event of a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagee to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(7) That the Mortgagee shall hold and enjoy the premises above conveyed until there is a default under this mortgage or on the note secured hereby. It is the true meaning of this instrument that if the Mortgagee shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then the mortgage shall be utterly null and void; otherwise it remains in full force and virtue.

(8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns, of the parties herein. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagee's hand and seal this 12th day of December, 1995

SIGNED, sealed and delivered in presence of

Cynthia B. Brown
Cynthia B. Brown

HHH Ltd. of Greenville
President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PROBATE

Personally appeared the undersigned witness and made oath that she is the within named mortgagee for the record.

SWORN to before me this 12th day of December, 1995

Notary Public for South Carolina

6/20/99

Cynthia B. Brown

STATE OF SOUTH CAROLINA
COUNTY OF

TO

Mortgage of Real Estate

I hereby certify that the within mortgage has been filed

day of _____ 19__

at _____

Mortgage Book _____

Page _____

Register of Deeds (Commissioner)

LAW OFFICES OF

2713-1267

ALL those certain piece, parcels, or tracts of land, located in Greenville County, South Carolina, near Paris Mountain and having the following metes and bounds, to wit:

As shown on a plat recorded in Plat Book 28H at Page 63 and by deed from Joe W. Hiller to Robert Patterson recorded in Book 1543 at Page 421.

BEGINNING on the northeastern right of way of Old Buncombe Road, at an iron pin, and running from said point N54-26-43E, 627.48 feet to a spike; thence, N35-33-17W, 347.27 feet to a point; thence S54-26-43W, 649.40 feet to a point on the northeastern right of way of Old Buncombe Road; thence S39-10-00E, 347.95 feet to the POINT OF BEGINNING.

ALSO:

ALL that certain piece, parcel or lot of land, also being a portion of Tract A as shown on the aforementioned plat and having the following metes and bounds:

At the northern most intersection of the subject premises and the northeastern right of way of Old Buncombe Road and running S39-10-00W, 25.07 feet to the POINT OF BEGINNING; thence N46-25-19E, 1460.80 feet; thence N45-19-57E, 367.92 feet; thence N69-58-16E, 275.16 feet; thence S35-17-09E, 789.18 feet; thence S54-42-50W, 268.09 feet; thence N35-17-09W, 623.24 feet; thence S54-34-24W, 708.5 feet; thence N36-29-04W, 103.44 feet; thence S46-25-19W, 1105.03 feet; thence N39-10-00W, 26.07 feet to the POINT OF BEGINNING.

This being the same property conveyed to the mortgagor herein by deed from Robert F. Patterson recorded contemporaneously herewith.

77655

FILED FOR RECORD IN GREENVILLE
COUNTY SC REC OFFICE AT 03:30 PM
12/14/95 RECORDED IN MORTGAGE
BOOK 2713 PAGE 1265
DOC # 95077655

Donna S. Tankersley

BOOK 3301 PAGE 251 ✓

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ASSIGNMENT OF MORTGAGE
MORTGAGE BOOK 2713 - PAGE 1265

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, as owner and holder of that certain note and mortgage executed by HHH Ltd. of Greenville, Inc. to Robert F. Patterson in the original principal amount of Eighty Thousand and No/100 Dollars (\$80,000.00), which mortgage was recorded on December 14, 1995 in the R.O.D. Office of Greenville County in Mortgage Book 2713 at Page 1265, does hereby assign, sell, set over and transfer unto Randall S. Hiller, 2108 Bethel Road, Simpsonville, SC 29681, his heirs, assigns, successors, and personal representatives forever, all his right, title and interest in and to said note and mortgage and the property secured thereby.

OTHERWISE, the terms of said note and mortgage shall remain unchanged.

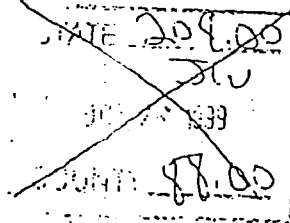
THE present outstanding balance due on said note and mortgage is Eighty Thousand Two Hundred Nineteen and thirty-eight/100 Dollars (\$80,219.38).

IN WITNESS WHEREOF, the assignor has caused his signature and seal to be affixed hereto this 7th day of September, 1999.

SIGNED, SEALED AND DELIVERED
in the presence of:

S. Shay Webb
Maullat F. Haynes

Robert F. Patterson (SEAL)
Robert F. Patterson



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Robert F. Patterson sign, seal and as his act and deed deliver the within Assignment and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Maullat F. Haynes

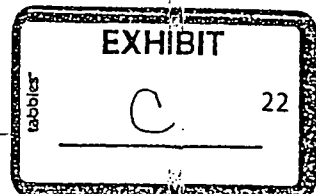
SWORN to before me this
8 day of September, 1999.

S. Shay Webb (SEAL)
Notary Public for South Carolina
My commission expires: 4/21/09

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:48 PM
10/29/99 RECORDED IN MORTGAGE
BOOK 3301 PAGE 0251 THRU 0000
DOC # 1999032772

Judy B. Hill

92772



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PARTIAL RELEASE OF MORTGAGE
) Mtg. Bk 2713 at Page 1265

FOR VALUE RECEIVED, receipt of which is hereby acknowledged, Randall S. Hiller, being the present owner and holder of that certain real estate mortgage from HHH LTD. OF GREENVILLE to Robert F. Patterson in the principal sum of Eighty Thousand and No/100ths Dollars (\$80,000.00), recorded in Mortgage Book 2713 at Page 1265 and the Note secured thereby, does hereby release and forever discharge the premises herein described from the lien of said Mortgage. Otherwise, the terms and conditions of said Note and Mortgage shall remain unchanged and in full force and effect.

The premises to be released are described as follows:

See attached Exhibit "A" made a part hereof by reference thereto.

WITNESS their hands and seals this 29th day of October, 1999.

IN PRESENCE OF:

S. Gray Walsh
Kim [unclear]

[Signature]
Randall S. Hiller

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

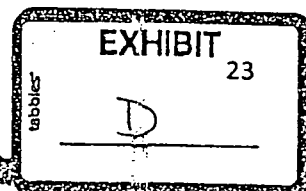
PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within mortgagee sign, seal and as his act and deed deliver the within written Release, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
29th day of October, 1999.

S. Gray Walsh (SEAL)
Notary Public for SC
My commission expires: 4/21/03

Kim [unclear]

92785



ALL that certain piece, parcel or lot of land situate, lying and being on the northeastern side of Old Buncombe Road in the County of Greenville, State of South Carolina, being shown and designated as a portion of the Property delineated on plat of "Survey for Parks-Patterson-Hiller" prepared by Plumblee Surveying, dated November 25, 1992, revised December 14, 1992, recorded in the Office of the Greenville County Register of Deeds in Plat Book 28-H at Page 63 and being described more particularly, to-wit:

BEGINNING at an iron pin in the northeastern edge of the right of way of Old Buncombe Road at the joint corner of the within described property and property now or formerly belonging to Bridges and running thence N 46-25-19 E 916.88 feet to an iron pin; thence N 46-25-19 E 192.37 feet to an iron pin; thence N 46-25-19 E 30.98 feet to an iron pin; thence N 46-25-19 E 314.43 feet to an iron pin; thence N 45-19-57 E 372.91 feet to an iron pin at the joint corner of the within described property and properties now or formerly belonging to McEachern and Krieger; thence along the common line of said Krieger N 69-58-16 E 346.78 feet to an iron pin; thence along the common line of the within described property and property now or formerly belonging to Martin N 69-58-16 E 612.91 feet to a nail in stone; at the joint corner of the within described property and properties now or formerly belonging to Martin and Durham; thence along the common line of said Durham property S 78-26-37 E 639.17 feet to an iron pin at the joint corner of the within described property and property now or formerly belonging to Carver; thence along the common line of said Carver property S 54-42-50 W 585.76 feet to an iron pin; thence N 35-17-09 W 752.87 feet, more or less, to an iron pin; thence S 69-58-16 W 282.53 feet, more or less, to an iron pin; thence S 46-25-19 W 367.92 feet, more or less, to an iron pin; thence S 46-25-19 W 341.32 feet, more or less, to an iron pin; thence S 46-25-19 W 1,105.03 feet, more or less, to an iron pin in the northeastern edge of the right of way of Old Buncombe Road; thence N 39-10-00 W 51.14 feet to an iron pin, the Point of Beginning.

EXHIBIT A

C:\W\pdes\Pointsett Development\Hiller Transaction Description

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:49 PM
10 29 99 RECORDED IN MORTGAGE
BOOK 3301 PAGE 0252 THRU 0253
DOC # 1999092785

Judy R. Hill

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Grantee's address:

221 Pelham Road

Greenville, SC 29615

KNOW ALL MEN BY THESE PRESENTS, that HHH LTD. OF GREENVILLE in consideration of ~~One Hundred Thousand and No/100ths (\$100,000.00)~~ Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto POINSETT DEVELOPMENT, LLC, its successors and assigns forever, the following described property:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs, successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs, successors and assigns against the grantors(s) and the grantor's(s') heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand and seal this 29th day of October, 1999.

SIGNED, sealed and delivered
in the presence of:

[Signature]
Klin [Signature]

HHH LTD. OF GREENVILLE

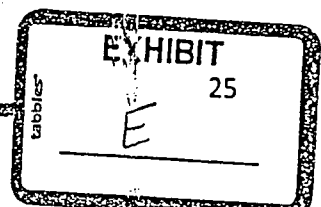
By: [Signature] (SEAL)

David N. Hiller

Its: Member/Owner

STATE	260.00
	51v
OCT 29 1999	
COUNTY	110,00

92782



STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s') act and deed, deliver the within deed and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 29th
day of October, 1999.

S. Gray Walsh (SEAL)
Notary Public for SC
My commission expires: 4/21/09

Kim Samsco

Prepared by:
LOVE, THORNTON, ARNOLD & THOMASON, P.A.
P.O. Box 10045
410 E. Washington Street
Greenville, S.C. 29603
Attention: S. Gray Walsh

C:\Wpdocs\Poinsett Development\Miller Transaction\Deed

ALL that certain piece, parcel or lot of land situate, lying and being on the northeastern side of Old Buncombe Road in the County of Greenville, State of South Carolina, being shown and designated as a portion of the Property delineated on plat of "Survey for Parks-Patterson-Hiller" prepared by Plumblee Surveying, dated November 25, 1992, revised December 14, 1992, recorded in the Office of the Greenville County Register of Deeds in Plat Book 28-H at Page 63 and being described more particularly, to-wit:

BEGINNING at an iron pin in the northeastern edge of the right of way of Old Buncombe Road at the joint corner of the within described property and property now or formerly belonging to Bridges and running thence N 46-25-19 E 916.88 feet to an iron pin; thence N 46-25-19 E 192.37 feet to an iron pin; thence N 46-25-19 E 30.98 feet to an iron pin; thence N 46-25-19 E 314.43 feet to an iron pin; thence N 45-19-57 E 372.91 feet to an iron pin at the joint corner of the within described property and properties now or formerly belonging to McEachern and Krieger; thence along the common line of said Krieger N 69-58-16 E 346.78 feet to an iron pin; thence along the common line of the within described property and property now or formerly belonging to Martin N 69-58-16 E 612.91 feet to a nail in stone; at the joint corner of the within described property and properties now or formerly belonging to Martin and Durham; thence along the common line of said Durham property S 78-26-37 E 639.17 feet to an iron pin at the joint corner of the within described property and property now or formerly belonging to Carver; thence along the common line of said Carver property S 54-42-50 W 585.76 feet to an iron pin; thence N 35-17-09 W 752.87 feet, more or less, to an iron pin; thence S 69-58-16 W 282.53 feet, more or less, to an iron pin; thence S 46-25-19 W 367.92 feet, more or less, to an iron pin; thence S 46-25-19 W 341.32 feet, more or less, to an iron pin; thence S 46-25-19 W 1,105.03 feet, more or less, to an iron pin in the northeastern edge of the right of way of Old Buncombe Road; thence N 39-10-00 W 51.14 feet to an iron pin, the Point of Beginning.

-312- 476-1-1.6, 1.8, 1-10

DERIVATION: Deed of Robert F. Patterson recorded December 14, 1995 in Deed Book 1629 at Page 1898; Deed of Bobbie T. Parks recorded March 30, 1995 in Deed Book 1608 at Page 210; Deed of Robert F. Patterson recorded December 17, 1993 in Deed Book 1543 at Page 423; Deed of Robert F. Patterson recorded August 9, 1994 in Deed Book 1575 at Page 951; Deed of Joe W. Hiller to be recorded herewith.

*Also Pt. to 476-1-1.6
Out 0.1 = 476-1-1.4 to 0.2 A.
1.9 to 0.49 A.*

EXHIBIT A

C:\WPdocs\Poinsett Development\Hiller Transaction\Description

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:51 PM
10 29 99 RECORDED IN DEED
BOOK 1876 PAGE 0214 THRU 0216
DOC # 1999092782

Judy R. Hill

GENERAL WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

) Grantee's address:
) 837 Altamont Road
) Greenville, SC 29609

RECORDED
MAY 12 P 1:07
JERRY G. HIX
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS, that *POINSETT DEVELOPMENT, LLC* in consideration of *One Hundred Thousand and No/100ths (\$100,000.00) Dollars*, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto *IIHH LTD. OF GREENVILLE*, its successors and assigns forever, the following described property:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictive covenants that may appear of record or on the premises.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs, successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs, successors and assigns against the grantors(s) and the grantor's(s') heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand and seal this 24 day of April, 2000.

SIGNED, sealed and delivered
in the presence of:

Robin L. Hastings

Amf Sewer

STATE 260.00
TW MAY 12 2000
COUNTY 110.00

POINSETT DEVELOPMENT, LLC (SEAL)

By: *Ted D. Smith*
Ted D. Smith

Its: Member/Owner

37941

EXHIBIT
F 28

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

~~PERSONALLY~~ appeared the undersigned witness and made oath that (s)he saw the within
named grantor(s) sign, seal and as the grantor(s)' act and deed, deliver the within deed and that
(s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 24
day of April, 2000.

Robin L. Hartung (SEAL)
Notary Public for SC

My commission expires: 10/02/08

Q. J. Seigler

Prepared by:
LOVE, THORNTON, ARNOLD & THOMASON, P.A.
P.O. Box 10045
410 E. Washington Street
Greenville, S.C. 29603
Attention: S. Gray Walsh

ALL that certain piece, parcel or lot of land situate, lying and being on the northeastern side of Old Buncombe Road in the County of Greenville, State of South Carolina, being shown and designated as a portion of the Property delineated on plat of "Survey for Parks-Patterson-Hiller" prepared by Plumblee Surveying, dated November 25, 1992, revised December 14, 1992, recorded in the Office of the Greenville County Register of Deeds in Plat Book 28-II at Page 63 and being described more particularly, to-wit:

BEGINNING at an iron pin in the northeastern edge of the right of way of Old Buncombe Road at the joint corner of the within described property and property now or formerly belonging to Bridges and running thence N 46-25-19 E 916.88 feet to an iron pin; thence N 46-25-19 E 192.37 feet to an iron pin; thence N 46-25-19 E 30.98 feet to an iron pin; thence N 46-25-19 E 314.43 feet to an iron pin; thence N 45-19-57 E 372.91 feet to an iron pin at the joint corner of the within described property and properties now or formerly belonging to McEachern and Krieger; thence along the common line of said Krieger N 69-58-16 E 346.78 feet to an iron pin; thence along the common line of the within described property and property now or formerly belonging to Martin N 69-58-16 E 612.91 feet to a nail in stone; at the joint corner of the within described property and properties now or formerly belonging to Martin and Durham; thence along the common line of said Durham property S 78-26-37 E 639.17 feet to an iron pin at the joint corner of the within described property and property now or formerly belonging to Carver; thence along the common line of said Carver property S 54-42-50 W 585.76 feet to an iron pin; thence N 35-17-09 W 752.87 feet, more or less, to an iron pin; thence S 69-58-16 W 282.53 feet, more or less, to an iron pin; thence S 46-25-19 W 367.92 feet, more or less, to an iron pin; thence S 46-25-19 W 341.32 feet, more or less, to an iron pin; thence S 46-25-19 W 1,105.03 feet, more or less, to an iron pin in the northeastern edge of the right of way of Old Buncombe Road; thence N 39-10-00 W 51.14 feet to an iron pin, the Point of Beginning.

-312-476-1-1.6, 1.8, 1.10

DERIVATION: Deed of HHH Ltd. of Greenville recorded October 29, 1999 in Deed Book 1876 at Page 214.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 01:07 PM
05 12 00 RECORDED IN DEED
BOOK 1911 PAGE 0929 THRU 0931
DOC # 2000037941

Judy A. Hill

EXHIBIT A

CAW (does Poinsett Development) Miller Transaction Description

Holly Woods Association Of Residence Owners vs. Joe W Hiller

HECK 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):
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Rule 12(b), SCRPC; ☐ Rule 41(a),
☐ Other:
- ☐ ACTION STRICKEN (CHECK REASON):
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

dated at Greenville, South Carolina, this _____ day of _____, 20____.

Court Reporter:

PRESIDING JUDGE -

judgment was entered on the 15 day of 3, 2007, and a copy mailed first class this 15 day of 3, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

John T. Crawford Jr. 704 East McBee Avenue Greenville, SC 29601
Steven Kurtis Kenison Kenison & Dudley, LLC 704 E. McBee Avenue Greenville, SC 29601

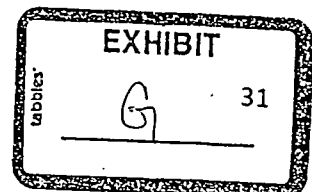
ATTORNEY(S) FOR THE PLAINTIFF(S)

Kevin Phillip Brady Guest & Brady, LLC P.O. Box 2760 Greenville, 29602
Joe W Hiller 100 Lake Circle Drive Greenville, SC 29607

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24/FORM 4 (Rev. 6/02)

Paul B. Wickensimer - Clerk of Court



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
CASE NO. 2005-CP-23-2852

HOLLY WOODS ASSOCIATION OF
RESIDENCE OWNERS)

Plaintiff,)

JOE W. HILLER, ROBERT E.
HILLER, DAVID HILLER,
HHH LTD. OF GREENVILLE and
HOLLY WOODS ASSOCIATION OF
RESIDENCE OWNERS, INC.)

Defendants.)

FILED CLERK OF COURT
GREENVILLE CO. S.C.
2007 MAR 15 A 11:15

This matter came before the Court on Plaintiff's Motion for Attachment, Motion for Appointment of a Receiver, and Motion for a Temporary and Permanent Restraining Order. Additionally, this Court heard Plaintiff's Motion for Sanctions against Defendant Joe Hiller. Present were Plaintiffs counsel, Joe W. Hiller, pro se ("Mr. Hiller"), and counsel for HHH Ltd. Of Greenville ("HHH").

The Court has taken the above motions for attachment and appointment of a receiver under advisement pending final disposition of all post-trial motions.

After consideration of the evidence presented by affidavit and the arguments and representations of counsel and Mr. Hiller, this Court finds that there is sufficient evidence that the Plaintiff will suffer irreparable injury if Defendants Hiller and HHH are not restrained from selling, transferring, secreting, encumbering, disposing of or otherwise impairing the value of their currently held real and personal property. As such, an Order restraining those defendants from such actions is warranted until such time as this Court makes a final decision with respect to the above motions and any post-trial motions.

It is also the understanding of this Court that HHH and/or Hiller are engaged in the business of real property development. It is not the intention of this Order to preclude the defendants from operating in that capacity. Therefore, Hiller and HHH may make such ordinary course expenditures as may be necessary to maintain the status quo pending a final ruling by this Court.

IT IS THEREFORE ORDERED that Mr. Hiller and HHH be and are hereby enjoined from selling, transferring, secreting, encumbering, disposing of or otherwise impairing the value of any and all real and personal property owned by the Defendants either individually or jointly. If it shall become necessary in the

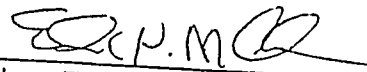
course of defendants' business to dispose of, transfer or encumber any property, defendants Hiller and HHH may make application to this court for an order allowing such disposition.

IT IS FURTHER ORDERED that the Defendants Hiller and HHH may make such ordinary course expenditures as may be necessary to maintain the status quo pending a final ruling by this Court. These expenditures may include the payment of the reasonable attorneys' fees and costs of HHH to Guest & Brady, LLC as they relate to representation in this matter.

IT IS FURTHER ORDERED that the Defendants shall take all steps necessary to preserve the assets of Defendants during the effective term of this order.

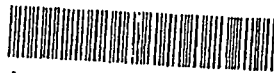
IT IS FURTHER ORDERED that the undersigned, Judge Edward W. Miller shall retain jurisdiction over this matter and all related matters.

IT IS SO ORDERED.



Hon. Edward W. Miller
Judge, 13th Judicial Circuit

County of Greenville
State of South Carolina
This 15 day of March 2007.



2012005230

DEED
4 PGS
Page 77-80
Book DE 2400
Cons \$80,000 00
Cnty Tax EXEMPT
State Tax EXEMPTJanuary 20, 2012 03:29 19 PM
Rec \$10.00

FILED IN GREENVILLE COUNTY, SC

TMS: 0476000100109

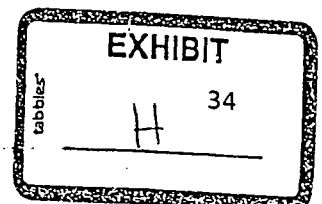
GRANTEES ADDRESS: 2108 Bethel Rd., Simpsonville, SC 29681

STATE OF SOUTH CAROLINA)
) DEED IN LIEU OF FORECLOSURE
 COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that HHH Limited of Greenville, Inc., in consideration of this Deed in Lieu of Foreclosure of that certain mortgage given by HHH Limited of Greenville, Inc., to Robert F. Patterson in the principal sum of \$80,000.00 recorded in mortgage book 2713 at page 1265 and assigned to Randall S. Hiller by assignment recorded October 29, 1999 in mortgage book 3301 at page 253, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Randall S. Hiller, his heirs and assigns, forever:

ALL that certain piece, parcel or lot of land situate, lying and being on the northeastern side of Old Buncombe Road in the County of Greenville, State of South Carolina, being shown and designated as a portion of the property delineated on plat of "Survey for Parks-Patterson-Hiller" prepared by Plumlee Surveying, dated November 25, 1992 revised December 14, 1992, recorded in the Office of the Greenville County Register of Deeds in Plat Book 28-H at Page 63 and being described more particularly, to wit:

BEGINNING at an iron pin in the northeastern edge of the right of way of Old Buncombe Road at the joint corner of the within described property and property now or formerly belonging to Bridges and running thence N. 46-25-19 E. 916.88 feet to an iron pin; thence N. 46-25-19 E. 192.37 feet to an iron pin; thence N. 46-25-19 E. 30.98 feet to an iron pin; thence N. 46-25-19 E. 314.43 feet to an iron pin thence; N. 45-19-57 E. 372.91 feet to an iron pin at the joint corner of the within described property and properties now or formerly belonging to McEachern and Krieger; thence along the common line of said Krieger N. 69-58-16 E. 346.78 feet to an iron pin; thence along the common line of the within described property and property or properties now or formerly belonging to Martin N. 69-58-16 E. 612.91 feet to a nail in stone; at the joint corner of the within described property and properties now or formerly belonging to Martin and Durham; thence along the common line of said Durham property S. 78-26-37 E. 639.17 feet to an iron pin at the joint corner of the within described property and property or properties now or formerly belonging to Carver; thence along the common line of said Carver property S. 54-42-50 W. 585.76 feet to an iron pin; thence N. 35-17-09 W. 752.87 feet, more or less, to an iron pin; thence S. 69-58-16 W. 282.53 feet, more or less, to an iron pin; thence S. 46-25-19 W. 367.92 feet more or less, to an iron pin; thence S. 46-25-19 W. 341.32 feet, more or less, to an iron pin; thence S. 46-25-19 W. 1,105.03 feet, more or less, to an iron pin in the northeastern edge of the right of way of Old Buncombe Road; thence N. 39-10-10 W. 51.14 feet to an iron pin, the Point of Beginning.



This conveyance is made subject to all restrictions, setback lines, roadways, easements, zoning ordinances and rights-of-way, if any, affecting the abovedescribed property.

DERIVATION: Deed of Robert F. Patterson recorded December 14, 1995 in Deed Book 1629 at page 1898; Deed of Bobbie T. Parks recorded March 30, 1995 in Deed Book 1608 at Page 210; Deed of Robert F. Patterson recorded December 17, 1993 in Deed Book 1543 at Page 423; Deed of Robert F. Patterson recorded August 9, 1994 in Deed Book 1575 at Page 951; Deed of Joe W. Hiller recorded in Deed Book 1876 at Page 216.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors or administrators to warrant and forever defend all and singular the premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 30 day of December, 2011.

SIGNED, sealed and delivered in
the presence of:

One Rivers Hiller

HHH Limited of Greenville, Inc.

By: Robert E. Hiller

Alison K. Hiller

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE)

BEFORE ME personally appeared the undersigned and made oath that (s)he saw the within named Grantor sign, seal, and as his/her/their act and deed, deliver the within written Deed; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me, this 30
day of December, 2011.

Alison K. Hiller

Notary Public for South Carolina

My Commission Expires: 10-25-2015

One Rivers Hiller
Witness

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

TMS: 0476000100109
 Affidavit

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

- 1 I have read the information on this affidavit and I understand such information
2. The property being transferred is located at Old Buncombe Road
 bearing County Tax Map Number , was transferred
 by HHH Limited of Greenville, Inc
 to Randall S Hiller on December 30, 2011
- 3 Check one of the following The deed is
 (a) 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)
Exemption 13 (If exempt, please skip items 4 - 7 and go to item 8 of this affidavit)
- 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) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of
 (b) The fee is computed on the fair market value of the realty which 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 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
 (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
- 8 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee
- 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

SWORN to before me this 18
 day of Jan, 2012

 Notary Public for SC
 My Commission Expires 10-25-2015

 Responsible Person Connected with the Transaction
Randall S Hiller
 Print or Type Name Here

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 to 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 which 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 a deed in lieu of foreclosure executed by the mortgagor or deed executed 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 subdivisions 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 in the Federal Power Act

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2012005230 Book:DE 2400 Page:77-80
 January 20, 2012 03:29:19 PM

Timothy J. Ramsey



2012083596

DEED
4 PGS

Book DE 2413

Page 1785-1788

October 10, 2012 02 10 23 PM

Cons \$5 00

Rec \$10 00

Cnty Tax EXEMPT

State Tax EXEMPT

FILED IN GREENVILLE COUNTY, SC

GRANTEES ADDRESS: 850 Wade Hampton Blvd., Greenville, SC 29609

STATE OF SOUTH CAROLINA)
) DEED
 COUNTY OF GREENVILLE)

KNOW ALL MEN BY THESE PRESENTS, that HHH Ltd. of Greenville, in consideration of Five (\$5.00) Dollars and satisfaction of contingent fee agreement, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Randall S. Hiller, P.A., its heirs and assigns forever, its one-half undivided interest in the following property:

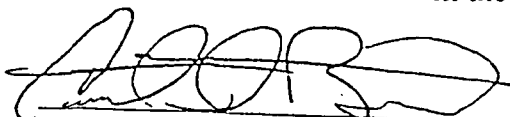
See Exhibit A, Attached

This conveyance is made subject to all restrictions, setback lines, roadways, easements, zoning ordinances and rights-of-way, if any, affecting the above described property.

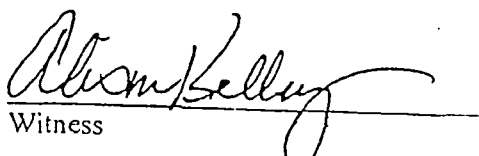
Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors or administrators to warrant and forever defend all and singular the premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

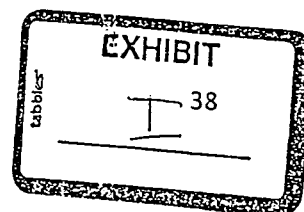
WITNESS the grantor's(s') hand(s) and seal(s) this 21 day of May, 2012.

SIGNED, sealed and delivered in the presence of:


 Witness


 HHH Ltd. of Greenville
 By: Robert E. Hiller


 Witness



STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

BEFORE ME personally appeared the undersigned and made oath that (s)he saw the within named Grantor sign, seal, and as his/her/their act and deed, deliver the within written Deed; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me, this 21
day of May, 2012.

Alison F. Hume
Notary Public for South Carolina
My Commission Expires: 10-25-2015

[Signature]
Witness

EXHIBIT A

ALL that piece, parcel or lot of land lying and being in State of South Carolina, County of Greenville, known as a portion of Stoneridge BEGINNING at a monument at the north corner of the property thence 1671.68' NOD14'21"W, thence 270.00' N74D55'15"E, thence 419.10' S15D45'22"E, thence 205.62' S41 D56'50"W, thence 202.22' S13D11'56"E, thence 96.52' S12D21'15"W, thence 62.28' S31D43'40" W, thence 233.95' S50D27'21"W, thence 21.10' S5D8'35"W, thence 38.90' N40D10'21"W, thence 65.12' N9D51'47"E, thence 17.34' S59D50'26"E, thence 185.50' N50D27'21 "E, thence 45.50' N31 D43'42"E, thence 76.26' N12D21'15"E, thence 39.11' N14D34'16"W, thence 70.56' N12D55'16"W, thence 88.35' N42D29'17"W, thence 275.81' N41 D56'50"E, 466.24' N58D49'37"W, thence 656.66' S80D43'7"W, thence 688.20' S74D35'0"W thence 993.40' N32D21'0"W, thence 2703.64' N78D54'0"E to the point of beginning, being 58 acres more or less.

LESS BEGINNING at the joint corner of Old Altamont Ridge Rd and Lot 3 Stoneridge Subdivision and traveling thence along Old Altamont Ridge Rd 55.73' S9D51 '47"W, thence 236.95' N50D27'21"E, thence 52.21' N32D43'42"E thence 84.64' N12D21'15"E, thence 43.61' N14D34'16"W thence 70.47' N12D55'16"W, thence 52.88' N14D2' 7"W, thence 24.13' S41 D56'50 W thence 39.19' S14D2' 7"E thence 70.56" S12D55'16', thence 39.11'S14D34'16"E thence 76.26' S12D21'15"W thence 45.50' S32D43'42"W, thence 185.50'S50D27'21 "W thence 17.34' N59D50'26"W to the beginning point. LESS however any portion previously conveyed and subject to restrictions of record.

This is the same property conveyed to HHH Ltd of Greenville by deed of Carl J Hiller and Anne Hiller recorded in deed book 2072 page 1748 Jan 28 2004 in the Register of Deeds Office for Greenville County, South Carolina.

TMS: 0464.00-01-001.32

ALSO:

ALL that piece, parcel or lot of land lying and being in State of South Carolina, County of Greenville, on Altamont Road shown in plat book UUU, page 55 as a 125.8 acres more or less. Multiple properties have been subdivided from this property leaving a residual acreage of 28.44 more or less. Metes and bounds are undeterminable without a ground survey. LESS however any portion previously conveyed and subject to restrictions of record. This is the same property conveyed to HHH Ltd of Greenville by deed of Joe W Hiller recorded in deed book 1446 page 662 April 1 2004 in the Register of Deeds Office for Greenville County.

This being the same property conveyed to HHH Ltd. of Greenville by deed of Joe W. Hiller recorded in Deed Book 1446 at Page 662 on April 1, 2004 in the ROD Office for Greenville County.

TMS: 0464.00-01-001-08

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Affidavit

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

- 1 I have read the information on this affidavit and I understand such information
- 2 The property being transferred is located at Stonedge/Altamont Rd also TMS 0464 00-01-001-08
bearing County Tax Map Number 0464 00-01-001 32, was transferred
by HHH Ltd of Greenville
to Randall S Hiller, P.A. on _____
- 3 Check one of the following. The deed is
(a) _____ 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)
Exemption 8 (If exempt, please skip items 4 - 7 and go to item 8 of this affidavit)
- 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) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
(b) _____ The fee is computed on the fair market value of the realty which 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 _____ 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 _____
(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 _____
- 8 As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee
- 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

SWORN to before me this 9
day of Oct, 2012

Notary Public for SC

My Commission Expires 10-25-2015

Randall S Hiller
Responsible Person Connected with the Transaction

Randall S Hiller, P.A. by Randall S Hiller

Print or Type Name Here

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2012083596 Book DE 2413 Page: 1785-1788
October 10, 2012 02:10:23 PM

Timothy J. Kearney

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)

Plaintiff)

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)

Defendants)

SUMMONS

FILED
CLERK OF COURT
GREENVILLE, S.C.
2013 MAY 19 AM 9 51

TO THE DEFENDANT(S) ABOVE-NAMED:

You are hereby summoned and required to answer the Counterclaim in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Counterclaim upon the subscriber at 850 Wade Hampton Boulevard, Greenville, South Carolina, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Counterclaim within that time, the Plaintiff will apply to the Court for the relief demanded in the Counterclaim, and judgment by default will be rendered against you for the relief demanded in the Counterclaim.

RANDALL S. HILLER, P.A.

Randall Hiller

Randall S. Hiller (2513)

850 B Wade Hampton Blvd.

P.O. Box 1716

Greenville, SC 29602-1716

(864) 232-0026

(864) 242-4692 Fax

May 14, 2013
Greenville, South Carolina.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)

Plaintiff)

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)

Defendants)

ANSWER AND COUNTERCLAIM

FILED IN THE COURT
OF COMMON PLEAS
THIRTEENTH CIRCUIT
2014 FEB 19 AM 9 52

TO: RANDY A. SKINNER, ESQ., ATTORNEY FOR PLAINTIFF:

The Defendants, subject to its Motions contained herein, answering the Complaint and by way of Counterclaim, would allege and show unto this Honorable Court as follows:

1. Each and every allegation of the Complaint, not hereinafter specifically admitted is denied.
2. That the allegations of paragraphs 1, 2, 3 and 4 are admitted.
3. That the allegations of paragraph 5 do not require admission or denial.
4. That so much of the allegations of paragraph 6 which allege that venue is proper in this Court is admitted, the remainder of said paragraph is denied.
5. That the allegations of paragraph 7 are denied.
6. That the allegations of paragraph 8 are admitted.
7. That the allegations of paragraph 9 are admitted.
8. That the allegations of paragraph 10 are admitted.
9. That so much of the allegations of paragraph 11 which allege that on October 29, 1999, Randall S. Hiller executed a release and mortgage and delivered same to the closing attorney in trust to be recorded only upon payment of the mortgage is admitted, the remainder of said paragraph is denied.

10. That so much of the allegations of paragraph 12 that a deed was recorded from Plaintiff to Poinsett Development, LLC is admitted and the aforesaid deed was without consideration and, as set forth in further detail hereinbelow, was a fraudulent transaction, the remainder of said paragraph is denied.
11. That the allegations of paragraph 13 are denied.
12. That so much of the allegations of paragraph 14 which allege that on May 12, 2000 Poinsett Development, LLC issued a deed to the Plaintiff is admitted, the remainder of said paragraph is denied.
13. That so much of the allegations of paragraph 15 which allege that on February 7, 2007, a verdict was rendered against the Plaintiff is admitted, the remainder of said paragraph is denied.
14. That the allegations of paragraph 16 are denied.
15. That so much of the allegations of paragraph 17 which allege that on March 15, 2007, Judge Edward W. Miller issued an order is admitted and the order speaks for itself to the extent that the Plaintiff seeks to quote portions out of context is denied.
16. That the allegations of paragraphs 18 and 19 are denied.
17. That the allegations of paragraph 20 are admitted.
18. That the allegations of paragraph 21 are admitted.
19. That the allegations of paragraph 22 are admitted.
20. That the allegations of paragraphs 23 are denied.
21. That the allegations of paragraphs 24 and 25 are admitted.
22. That the allegations of paragraphs 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are denied.
23. That the allegations of paragraph 36 are admitted.
24. That so much of the allegations of paragraph 37 are denied.
25. That so much of the allegations of paragraph 38 which allege that on March 15, 2007, Judge Edward W. Miller issued an order is admitted and the order speaks for itself to the extent that the Plaintiff seeks to quote portions out of context is denied.
26. That the allegations of paragraph 39 are denied.

27. That the allegations of paragraph 40 are admitted.
28. That the allegations of paragraph 41 are denied.
29. That the allegations of paragraph 42 are admitted.
30. That the allegations of paragraph 43 are admitted.
31. That the allegations of paragraph 44 are admitted.
32. That the allegations of paragraph 45 are admitted but it contains a typographical error and should have been exemption 4.
33. That the allegations of paragraph 46 are admitted.
34. That the allegations of paragraph 47 are admitted.
35. That the allegations of paragraphs 48, 49 and 50 are denied.
36. That the allegations of paragraph 51 are admitted.
37. That the allegations of paragraphs 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 are denied.

FOR A SECOND DEFENSE

38. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.
39. That the causes of action of the Plaintiff fail to state a claim for which relief may be granted.

FOR A THIRD DEFENSE

40. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.
41. On or around August 2010 Plaintiff contacted Randall S. Hiller, P.A. for the purpose of retaining its services with regards to parcels 2 and 3 as set forth in Plaintiff's complaint.
42. Plaintiff advised Randall S. Hiller, P.A. that Plaintiff had not paid the ad valorem taxes for the aforesaid parcels 2 and 3 for calendar years 2004 through 2007 on one parcel and from 2006 to 2007 for the other parcel and that both properties had been sold by the Greenville County tax office for past due taxes, the Plaintiff was without funds to redeem the property and could not redeem the property, that deeds had been issued by the Greenville County delinquent tax collector to the successful purchasers at the tax sale and that the

absolute bar for any action the Plaintiff may take to recover the property would be October 1, 2010.

43. The Plaintiff further represented to Randall S. Hiller, P.A. that the Plaintiff was without funds to pay an attorney to prosecute and maintain an action and requested Randall S. Hiller, P.A. accept representation on a contingent fee basis.
44. Randall S. Hiller, P.A. and Plaintiff entered into a contract whereby if Randall S. Hiller, P.A. filed an action to set aside the tax sale and was successful in doing so Plaintiff would convey a 50% ownership interest in the subject premises to Randall S. Hiller, P.A.
45. In accordance with the aforesaid contingent fee agreement between Plaintiff and Randall S. Hiller, P.A., on September 29, 2010 Randall S. Hiller P.A. prepared and transmitted to the Greenville County Clerk of Court the action styled *HHH Ltd. of Greenville, Inc. v. Beattie Bannon and Timothy Shirley*, 2010-CP-23-8205.
46. As a result of that action, a trial thereon, an order was entered on May 17, 2012 setting aside the tax sale in its entirety.
47. Subsequent to the expiration of time for filing post-trial motions and on appeal Plaintiff executed a deed of 50% ownership interest in the subject premises to Randall S. Hiller, P.A. in accordance with the terms of its agreement.

FOR A FOURTH DEFENSE

48. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.
49. On or around August 1999 Plaintiff approached the Defendant, Randall Hiller, and requested Randall Hiller personally purchase the note and mortgage given by the Plaintiff to Robert Patterson which mortgage was presently the subject of a foreclosure action
50. Simultaneously therewith, Plaintiff requested that Randall Hiller personally loan an additional \$62,500.00 to the Plaintiff in order for the Plaintiff to settle pending litigation between Plaintiff and Richard Rountree.

51. Plaintiff and Randall Hiller agreed that Randall Hiller would borrow the funds necessary to purchase the aforesaid mortgage and loan \$62,500.00 to the Plaintiff with the latter amount to be considered an additional advance under the note and mortgage given to Patterson and to be secured by the identical terms and the security provided under the Patterson note.
52. Based upon the agreement between Plaintiff and Defendant, Randall Hiller, entered into negotiations with the attorney for Patterson and subsequently secured an assignment of the note and mortgage and tendered \$80,219.00, the Defendant, Randall Hiller, obtained a second mortgage equity line upon his personal residence in the amount of \$150,000.00 and withdrew therefrom the sum of \$142,500.00 of which \$80,000.00 was paid to counsel for Mr. Patterson and \$62,500.00 was paid to counsel for Mr. Rountree.
53. The Defendant, Randall Hiller, executed and delivered to attorney Gray Walsh a partial release of the aforesaid mortgage upon express condition that the release was to be recorded only upon the payment of \$100,000.00 towards the balance then due upon the note and mortgage pursuant to the release executed by the Defendant, Randall S. Hiller, as set forth in the complaint.
54. In fact, only one payment has ever been made and that was in the amount of \$50,000.00 on or about October 16, 2003 in exchange for the release of the premise designated as tax map number 0476000100105.
55. At the time of the execution and delivery by the Plaintiff of the deed in lieu of foreclosure there was presently past due and outstanding ad volorum taxes payable to the County of Greenville for tax years 2007 through 2011 in the amount of \$20,613.06 and the balance of the debt due from the Plaintiff to the Defendant was \$349,251.06.
56. That the deed in lieu of foreclosure provided by the Plaintiff to the Defendant was given for value and far exceeds the market value of the property and the mortgage for which it was given and was in a first priority position.

FOR A FIFTH DEFENSE

57. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.

58. That but for the actions and efforts of the Defendant, Randall S. Hiller, P.A., Plaintiff would have lost any interest whatsoever in parcels 2 and 3 as of November 1, 2010.

59. That the Plaintiff and Defendant, Randall S. Hiller, P.A., had a contract, Defendant has performed all its obligations of the contract.

FOR A SIXTH DEFENSE

60. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.

61. That the Plaintiff's claims against all Defendants are barred by the doctrine of promissory estoppel.

FOR A SEVENTH DEFENSE

62. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.

63. That in each instance the Defendants, at the express request and knowledge of the Plaintiff, conferred upon the Plaintiff benefits, the Plaintiff realized the benefit given by these Defendants and the retention by the Plaintiff of the benefits without paying its true value would unjustly enrich the Plaintiff.

FOR AN EIGHTH DEFENSE AND BY WAY OF COUNTERCLAIM

64. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.

65. That Defendant, Randall S. Hiller, provided \$142,500.00 to and for the benefit of the Plaintiff on or around September 1999 upon the express agreement and terms that Plaintiff would repay the Defendant at the rate of 10% interest per annum.

66. That the aforesaid loan was secured by mortgage on certain real property recorded in mortgage book 2713 at page 1265 in the Greenville County ROD Office.

67. That the Defendant, Randall S. Hiller, executed and delivered, in trust, a partial release of the aforesaid property upon the condition of and the express representation of the Plaintiff that the proceeds of the prospective sale for

which the partial release was intended in the amount of \$100,000.00 would be paid to the Defendant prior to the recordation of the release.

68. That no such proceeds were paid to the Defendant.

69. That the Defendant discovered in 2013 that in fact the entire transaction and the recording of the deeds was fraudulent and that no money was paid by or between the purported purchaser when the original deed was recorded, along with the improperly recorded partial release, as well as no money being paid between the parties when the property was re-conveyed to the Plaintiff.

70. That the Plaintiff knew that the aforesaid representations were false at the time they were made, intended for the Defendant to rely thereon and the Defendant had no way or could have known of the falsity or representations and had a right to reasonably rely on the representations and in fact did rely on the representations made by Plaintiff.

71. The Plaintiff profited from the false representations.

72. That as a direct and proximate result of the fraud of the Plaintiff the Defendant, Randall S. Hiller, has been damaged in an amount of not less than \$349,251.06 as well as punitive damages as may be determined by a jury.

FOR A NINTH DEFENSE AND BY WAY OF COUNTERCLAIM

73. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.

74. That the Plaintiff and Defendant, Randall S. Hiller, P.A., entered into a written contingent fee contract.

75. That in reliance upon the aforesaid contract the Defendant performed each and every obligation that the Defendant undertook pursuant to the terms of the aforesaid contract.

76. That the Defendant successfully prosecuted an action to set aside the tax deed and tax sale on a contingent fee basis and was compensated by Plaintiff in accordance with the terms of the contract.

77. That but for the actions of the Defendant the Plaintiff would own no interest whatsoever in parcels 2 and 3.

78. That the action of the Plaintiff in the bringing and maintaining of this action constitute a breach of the aforesaid contract.

79. That as a direct and proximate cause of the breach of the aforesaid contract by the Plaintiff the Defendant has been damaged in an amount equal to at least the value of one-half interest in the property as well as its reasonable attorney's fees and costs as stated in the aforesaid contract.

FOR A TENTH DEFENSE AND BY WAY OF COUNTERCLAIM

80. Each and every allegation hereinabove, not inconsistent herewith is hereby realleged by reference.

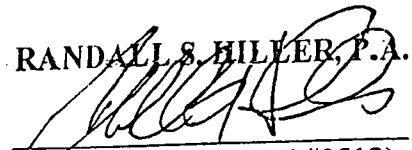
81. That the actions of the Plaintiff in fraudulently recording deeds and the partial release of mortgage and in conveying or attempting to convey various premises which have been subject to said mortgage.

82. That such actions were taken with full knowledge that the accrued principal and interest on the original mortgage owned by the Defendant, Randall S. Hiller, were not and had not been paid.

83. That this Defendant is informed, believes and therefore alleges that this Defendant is entitled to a constructive trust upon all such real property secured by said mortgage and that such constructive trust have priority over any and all claims of others, by way of judgment, lien or otherwise, dating back to the original date of the mortgage purchased by this Defendant in 1999.

WHEREFORE, having fully set forth their answer and counterclaim, these Defendants would pray that the action of the Plaintiff be dismissed, with costs and that the Defendants have judgment against the Plaintiffs for such actual and punitive amounts as may be determined by a jury on the counterclaims requesting said relief and that this Court enter an order establishing the priority of the Defendant and the properties conveyed free and clear of any and all claims by the Plaintiff, judgment creditors, lienholders or otherwise and for such other and further relief as to this Court may seem just and proper.

(signature on following page.)

RANDALL S. HILLER, P.A.


Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, SC 29609
864-232-0026
864-242-4692 Fax
Attorney for Defendants

May 14, 2014
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)

Plaintiff)

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)

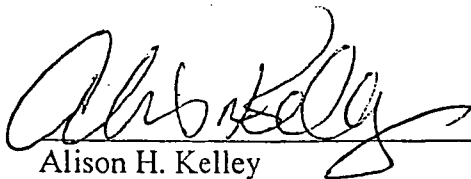
Defendants)

CERTIFICATE OF MAILING

FILED
GREENVILLE CO. S.C.
PAUL A. WILKINSON
2014 MAY 19 PM 9 52

I hereby certify that I am an employee of the law firm RANDALL S. HILLER, P.A., counsel for the above captioned Defendants, and I have, this date written below served the within Plaintiff with Defendants' Answer, Counterclaim, Requests for Admissions, Requests for Production and Interrogatories relative to the above captioned by depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

Randy A. Skinner, Esq.
300 N. Main St., Ste. 201
Greenville, SC 29601


Alison H. Kelley

May 14, 2014

Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HHH Ltd. of Greenville, by and through
Randy A. Skinner, its Receiver,

Plaintiff,

v.

Randall S. Hiller, Robert E. Hiller and
Randall S. Hiller, P.A.,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2013-CP-23-5575

**MOTION FOR REFERENCE TO
MASTER-IN-EQUITY**

COMES NOW, the Plaintiff, HHH Ltd. of Greenville, by and through Randy A. Skinner, its Receiver, (hereinafter "Plaintiff"), through their undersigned attorney, hereby moves, pursuant to the South Carolina Rules of Civil Procedure Rule 53, for an Order of Reference to the Master-in-Equity for Greenville County, South Carolina to take testimony, make his findings of fact and conclusions of law, and issue a final Order in this action, with any appeal directly to the South Carolina Supreme Court.

The moving parties have attempted to resolve this issue in accordance with Rule 11, S.C.R.C.P., to no avail.

The basis of this Motion is as follows:

1. This is an equitable matter;
2. As evidenced by the Master's previous Order (which is attached hereto and incorporated by reference as Exhibit "A"), the Master is knowledgeable of the facts and circumstances of this matter;
3. This matter centers on real property issues for which the Master is best suited to adjudicate; and

4. Judicial economy will be best served if the Master presides over this matter.

Therefore, reference is permissible and hereby requested.

Respectfully submitted this 31 day of October, 2014.



John T. Crawford, Jr. (SC Bar #69682)
M. Stokely Holder (SC Bar #73892)
KENISON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, SC 29601
864-242-4899

Attorneys for Receiver, Randy A. Skinner

Greenville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Holly Woods Association of Residence Owners,)
)
)

Petitioners,)
)
)

vs.)
)
)

Joe W. Hiller, Robert E. Hiller, David Hiller, HHH, Ltd. of Greenville, and Holly Woods Association of Residence Owners, Inc., et al.)
)
)

Respondents.)
)
)

IN THE COURT OF COMMON PLEAS

C.A. No. 2005-CP-23-2852

ORDER APPOINTING RECEIVER

FILED - CLERK OF COURT
GREENVILLE CO. S.C.
JAN 16 PM 3:07
JUL 2, 2007

This matter came before the Court on the Plaintiff's Motion For the Appointment of a Receiver of all of the property ("Property") of Defendant HHH, Ltd. of Greenville ("HHH"). This Court has the authority to appoint a Receiver of the Property pursuant to Section 15-65-10 of Code of Laws of South Carolina (1976) et seq. Plaintiff obtained a judgment lien against HHH on May 14, 2007 when Judgment was entered against HHH in the amount of \$971,000.00. This Judgment has continued to accrue interest at the statutory legal rate of interest, together with the \$1,802.73 awarded to Plaintiff by Order of the South Carolina Court of Appeals on June 29, 2012 (the "Judgment").

Based on the evidence provided to this Court, no one was able to establish who currently owns or operates HHH, or who has in the past owned and operated HHH. However, as shown from the evidence produced to this Court, several transactions have been made by HHH since the Plaintiff's Judgment was rendered. Plaintiff contends these transactions appear to have been consummated in an effort to frustrate the efforts of Plaintiff in satisfying its Judgment lien. The Plaintiff is entitled to have its Judgment carried into effect by the disposition of the Property of

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ENTERED COMPT

PLAINTIFF'S
EXHIBIT
"A"

HHH, in addition to the ability of Plaintiff to safeguard, preserve and protect the subject Property until Plaintiff's Judgment is satisfied in full.

IT IS THEREFORE ORDERED:

1. Receivership. The Property of HHH Ltd. of Greenville is placed in Receivership.
2. Receiver. Skinner Law Firm, LLC (Attn: Randy A. Skinner, 300 North Main Street, Suite 201, Greenville, South Carolina 29601 ("Receiver Office")) is hereby appointed Receiver over the Property. All communication to the Receiver shall be directed to the Receiver at the above address. The Receiver shall server without the necessity of a bond.
3. Restrained. Defendants, their agents and employees, are restrained from disposing of, transferring, conveying, or otherwise encumbering the Property, including the real property owned by the Defendants, and books, files, records and accounts relating to the Property, and they and all other parties having Property in their possession or under their control are hereby directed to deliver the same to the said Receiver. Defendants, their agents or employees, are further restrained from entering upon the Property without the prior written consent of the Receiver.
4. Cooperation. Defendants, their agents and employees, are ordered to cooperate with the Receiver and appear at Receiver Office, at such times as may be required to sign such legal documents as may be necessary and to furnish such records as the Receiver may require. Failure of Defendants to cooperate with the Receiver or otherwise comply with terms of this order shall make Defendants liable for contempt of court upon application by the Receiver or his attorneys. The parties are hereby ordered to cooperate with the Receiver at all times during the pendency of this Receivership.

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5. Income. Defendants, their respective owners, officers, agents, attorneys and/or employees, and any other person receiving notice of the terms of this Order ("Obligated Parties") are hereby ordered and directed to immediately collect and pay to the below named Receiver all of the income and profits (both current and prepaid) from the Property in any such person's possession as of the date of this Order, regardless of when collected, pending adjudication of the parties' rights thereto and subject to such other orders of this Court as may be subsequently entered. In addition, Obligated Parties shall execute any and all documents necessary to substitute the Receiver for the current signatories on all of the bank accounts relating to the Property of HHH.

6. Inventory and Reports. The Receiver shall prepare and deliver to Plaintiff's counsel within ninety (90) days from the date of this Order a full and detailed inventory, under oath, of all the Property which comes into its possession; and, in accordance with Section 19 herein below, the Receiver shall prepare and deliver to Plaintiff's counsel beginning on or about January 1, 2013 and each quarter thereafter a full and complete report reporting activities and changes in the Receivership estate. The Receiver shall deliver the original of each of its reports to Plaintiff's counsel, who, upon receipt, shall immediately make the same available to all parties/attorneys who have made an appearance in this matter.

7. Possession of Property. The Receiver shall take and have exclusive control, possession and custody of all the Property, monies, contracts, insurance policies, assets, files, papers, keys, accounts receivable, records, documents, licenses, permits, monies, securities, choses in action, books of account, bank accounts and all other property, real, personal, or mixed, which relate to the Property, and shall retain custody of the same until further order of this Court. Upon receipt or first knowledge of same, all Defendants, including their agents,

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representatives, employees, heirs and assigns, shall immediately deliver to Receiver any and all bills, accounts payable, tax notices, and any other such notices of liability of Defendants or anyone else that could in any way affect the title to, and/or value of, the Property. All Defendants and other persons or corporations now or hereafter in possession of the Property, or any part thereof, or any other of the items entrusted to the Receiver as set forth herein, shall forthwith surrender such possession to the Receiver.

8. Operating Account. The Receiver shall establish and/or maintain, at a banking or savings and loan institution located in South Carolina whose deposits are insured by the FDIC or the FSLIC, a separate operating account ("the Operating Account") into which the Receiver shall deposit all receipts from the Property and from which the Receiver shall disburse regularly and punctually (to the extent available), all amounts due and payable as are reasonable, necessary and proper operating expenses of the Property, subject to the terms of this Order.

9. Costs. The Receiver is hereby authorized, empowered and directed to pay from the Operating Account all reasonable expenses necessary for the preservation of the Property, including, but not limited to, the costs of all labor, insurance, equipment, supplies, inventory, water, sewer, trash and garbage disposal, property taxes, electricity, security and telephone expenses which are necessary to the operation and preservation of the Property, together with any expenditure authorized by Plaintiff.

10. Operation. The Receiver is hereby authorized, empowered and directed to contract with such individuals and entities as may be necessary to preserve, protect, supervise, operate and manage the Property. The Receiver shall use its best efforts to operate the Property, and to maintain the building, appurtenances and grounds of the Property in accordance with customary standards for a business of its type, including, without limitation, interior and exterior

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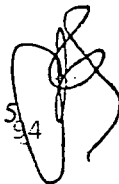
cleaning, painting and decoration, plumbing, carpentry, maintenance of air conditioners and elevators, and such other normal maintenance and repair work as may be appropriate, subject to the requirements and limits set forth herein.

11. Collection of Rents. The Receiver is hereby authorized, empowered and directed to enforce and collect all debts, accounts receivable, rents or other obligations due and owing to or from the operation of the Property.

12. Insurance. The Receiver is hereby authorized, empowered and directed to maintain all policies of insurance or similar contracts affecting the Property in full force and effect, and if none exists, to insure the Property for its current fair market value against personal injury, property damage and liability claims. The Receiver shall maintain or purchase appropriate property insurance for the Property, public liability insurance, workmen's compensation insurance, fire and extended coverage insurance, and burglary and theft insurance. The Plaintiff shall be listed as an insured and a loss payee on all such insurance policies. The Receiver shall promptly investigate and provide Plaintiff a full, prompt written report as to all serious and material accidents, claims for damage relating to the ownership, operation and maintenance of the Property, and any damage or destruction to the Property and the estimated cost of repair thereof, and shall prepare any and all reports required by any insurance company in connection therewith. All existing insurance coverage purchased by HHH or by any other person, which is now in force for the protection of the Property, is hereby assigned to the Receiver.

13. Actions Specifically Related to the Receiver's Service in this Matter. Without prior leave of this Court, all persons, funds, corporations, associations and all other parties are hereby enjoined and restrained from commencing, maintaining, or otherwise prosecuting any

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action against the Receiver, at law or in equity, which is specifically related to the Receiver's service in this matter.

14. Default. Entry of this Order shall not constitute a breach or default of any contract relating to the Property unless the Receiver expressly cancels such contract.

15. Employment of Professionals. The Receiver may employ attorneys, accountants, or other professionals if reasonably required to discharge its duties herein and shall, if necessary, apply to this Court for instructions and advice if in doubt concerning its rights and responsibilities as Receiver.

16. Leasing. The Receiver shall have the authority to lease, rent or otherwise seek compensation for the Property in the ordinary course of business, at such rates and on such terms as are customary in the business, provided that Plaintiff approves each such rental or lease agreement.

17. Listing/Conveyance of Property. The Receiver has the power to direct the sell, conveyance and transfer of any and all of the Property as he may deem necessary and to apply the net proceeds from the sale toward the satisfaction of the Judgment until the Judgment, together with all interest, costs and fees are satisfied; the closing of each such sale and final application of proceeds shall be conditioned upon the Court's prior approval. Subject thereto, the Receiver is authorized to pursue the marketing and sale of the Property to satisfy the Plaintiff's Judgment using those means the Receiver, in his sole discretion, deems necessary, which include, without limitation, the use of auctioneers, multiple listing service(s), and/or any other third-party services.

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18. Other Tasks. The Receiver is hereby authorized, empowered, and directed to perform all other tasks reasonably necessary for the proper administration, conservation, maintenance, security and protection of the Property.

19. Fees. Upon the termination of the Receivership, the Receiver shall be paid a contingency fee equal to ten percent (10%) of the total monies received through the Receiver's liquidation of the Property plus any costs and expenses referenced herein that are paid by the Receiver during the Receivership. The Receiver shall present to Plaintiff quarterly financial reports beginning on or about January 1, 2013, which shall include all accounts receivable and all accounts payable to date, including any fees and expenses paid by the Receivership (which the Receiver shall pay in the ordinary course), and the fees to be paid to the Receiver. In the event Plaintiff or Defendants object to the payment of any invoice contained in any Receiver Report, they may seek an order from the Court as to such payment or non-payment, provided; however, that any such objecting party must first attempt in good faith to resolve the issue with the Receiver in writing and, if to no avail, then pay to the Court, in certified funds, the full amount of the invoice in dispute at the time such party makes objection to the Court. Should the Court deny the objecting party's motion, the objecting party shall forfeit the amounts paid to the Court and such amounts shall be paid over to the Receiver for purposes of payment towards the account(s) payable in question. The Court may further sanction any party if it is determined by the Court that the actions of the party are designed to delay or frustrate the efforts of the Receiver.

20. Legal Actions. The Receiver is hereby authorized, empowered and directed to apply to this Court for instructions and authorization should it seem to be necessary or desirable to sue or defend any legal action or otherwise compromise or settle same.

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21. Use and Maintenance of Property. The Receiver shall not permit the use of the Property for any purpose which will or might void any required policy of insurance, which might render any loss thereunder uncollectible, or which would be in violation of any law or government restriction.

22. Records. The Receiver shall maintain a comprehensive system of office records, books, and accounts concerning the operation of the Property. At all reasonable times, Plaintiff, Defendants, and their respective agents and other representatives shall have reasonable access to such records, accounts and books and to all vouchers, files, and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

23. Legal Requirements. The Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction thereover.

24. Employment of Agents. The Receiver is hereby authorized to employ agents, servants and employees and to contract as necessary for the purpose of marketing, renting, operating, managing, preserving, protecting, and taking possession of the Property, and carrying out the terms of this Order. The Receiver shall collect the rents, revenues, and profits from the Property, including those now due and unpaid, and hereafter to become due.

25. Licenses. All existing licenses relating to the operation of the Property issued in the name of HHH or its agents are hereby assigned to the Receiver.

26. Termination of Receivership. Upon the earlier of either the Property being sold in its entirety by the Receiver, the complete satisfaction of the Plaintiff's Judgment, or upon

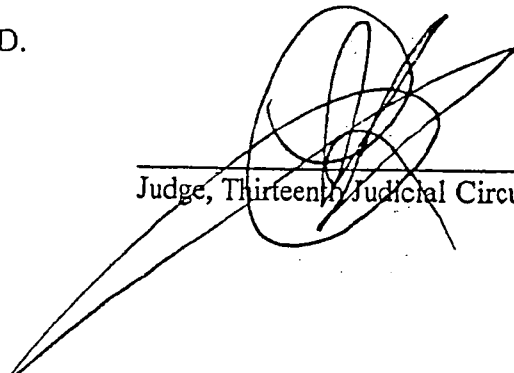
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consent of the Plaintiff, the Receiver, the Plaintiff or any other party to the action may apply to the Court for entry of an order terminating and discharging the Receivership.

27. Retention of Jurisdiction. The Court retains jurisdiction of this matter to enter such further orders as may be just and proper.

28. Sheriff's Assistance. The Receiver is authorized and empowered to obtain the assistance of the Sheriff's Department of the counties of this State in performing those duties and responsibilities enumerated herein.

AND IT IS SO ORDERED.



Judge, Thirteenth Judicial Circuit

Greenville, South Carolina

_____, 2012.

WE CONSENT:

KENISON, DUDLEY & CRAWFORD, LLC

By: _____

John T. Crawford, Jr.
M. Stokely Holder
Attorneys for Plaintiff

SKINNER LAW FIRM, LLC

By: _____

Randy A. Skinner
Receiver

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26. Termination of Receivership. Upon the earlier of either the Property being sold in its entirety by the Receiver, the complete satisfaction of the Plaintiff's Judgment, or upon consent of the Plaintiff, the Receiver, the Plaintiff or any other party to the action may apply to the Court for entry of an order terminating and discharging the Receivership.

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AND IT IS SO ORDERED.

Judge, Thirteenth Judicial Circuit

Greenville, South Carolina

_____, 2012.

WE CONSENT:

KENISON, DUDLEY & CRAWFORD, LLC

By: _____
John T. Crawford, Jr.
M. Stokely Holder
Attorneys for Plaintiff

SKINNER LAW FIRM, LLC

By: _____
Randy A. Skinner
Receiver



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

JUDGMENT IN A CIVIL CASE
CASE NO: 2005CP2302852

Holly Woods Association Of Residence Owners vs. Joe W Hiller

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):
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC; ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON):
☐ 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:

NOTICE

This is a notice to you that an Order Apointing Receiver in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to lbobo@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 16th day of January, 2013.

Court Reporter:

PRESIDING JUDGE -

~~Mailed hard copy~~

John T. Crawford Jr. 704 E. Mcbee Ave.
Greenville, SC 29601

Kevin Phillip Brady 900 E. North St., Ste. 210
Greenville, SC 29601
Joe W Hiller 100 Lake Circle Drive Greenville, SC
29607
Randall Scott Hiller Randall S. Hiller, P.A. 850
Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF GREENVILLE

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL D. WICKENS IMER

CASE NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and through
Randy A. Skinner, its Receiver

2014 NOV 17 AM 9 48

MOTION AND ORDER INFORMATION

Plaintiff,

vs.

FORM AND COVERSHEET

Randall S. Hiller, P.A., et al

Defendant.

Plaintiff's Attorney:

Randy A. Skinner, Bar No. _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____ Other: _____

Defendant's Attorney:

Randall S. Hiller, Bar No. 2513

Address: _____

850 Wade Hampton Blvd, Greenville

Phone: 232-0026 Fax 242-4692

E-mail: rsh@rshpa.org Other: ahk@rshpa.org

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Summary Judgment

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff/☒ Defendant

November 12, 2014

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCF)

☐ Proposed order submitted at request of the court; or,

~~reduced to writing from motion made in open court per judge's instructions~~

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)

Plaintiff)

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)

Defendants)

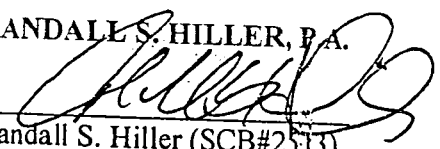
**MOTION FOR SUMMARY
JUDGMENT**

FILED
GREENVILLE
PAUL B. WICKENS
2014 NOV 17 PM 9 48

TO: RANDY A. SKINNER, ESQ., ATTORNEY FOR PLAINTIFF:

Please take notice that the undersigned attorney for the Defendants will, as soon as this matter can be heard, move for an Order of this Court granting this Defendants Summary Judgment, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, on the grounds that there is no issue of material fact and the Defendants are entitled to a judgment as a matter of law.

RANDALL S. HILLER, P.A.


Randall S. Hiller (SCB#2513)
850 Wade Hampton Blvd.
Greenville, SC 29609
864-232-0026
864-242-4692 Fax
Attorney for Defendants

November 12, 2014
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)
)
Plaintiff)

AFFIDAVIT OF RANDALL S. HILLER

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)
)
Defendants)

The Affiant, being duly sworn, states as follows:

1. My name is Randall S. Hiller and I am the sole owner of the outstanding stock of Randall S. Hiller, P.A. and the following affidavit is based upon my own personal knowledge.
2. For the purposes of this affidavit I will refer to parcels one, two and three as the premises are described in the underlying complaint.

AS TO PARCEL ONE

3. On or around August of 1999 the Plaintiff requested the Affiant, individually, to purchase a note and mortgage given by the Plaintiff to Robert Patterson which mortgage was presently the subject of a foreclosure action.
4. Simultaneously therewith, Plaintiff requested that Randall Hiller personally loan an additional \$62,500.00 to the Plaintiff in order for the Plaintiff to settle pending litigation between Plaintiff and Richard Rountree.
5. Plaintiff and Randall Hiller agreed that Randall Hiller would borrow the funds necessary to purchase the aforesaid mortgage and loan \$62,500.00 to the Plaintiff with the latter amount to be considered an additional advance under the note and mortgage given to Patterson and to be secured by the identical terms and the security provided under the Patterson note.

6. Based upon the agreement between Plaintiff and Defendant, Randall Hiller, entered into negotiations with the attorney for Patterson and subsequently secured an assignment of the note and mortgage and tendered \$80,219.00, the Defendant, Randall Hiller, obtained a second mortgage equity line upon his personal residence in the amount of \$150,000.00 and withdrew therefrom the sum of \$142,500.00 of which \$30,000.00 was paid to counsel for Mr. Patterson and \$62,500.00 was paid to counsel for Mr. Rountree.
7. The Defendant, Randall Hiller, executed and delivered to attorney Gray Walsh a partial release of the aforesaid mortgage upon express condition that the release was to be recorded only upon the payment of \$100,000.00 towards the balance then due upon the note and mortgage pursuant to the release executed by the Defendant, Randall S. Hiller, as set forth in the complaint.
8. In fact, only one payment has ever been made and that was in the amount of \$50,000.00 on or about October 16, 2003 in exchange for the release of the premise designated as tax map number 0476000100105.
9. At the time of the execution and delivery by the Plaintiff of the deed in lieu of foreclosure there was presently past due and outstanding ad valorem taxes payable to the County of Greenville for tax years 2007 through 2011 in the amount of \$20,613.06 and the balance of the debt due from the Plaintiff to the Defendant was \$349,251.06.
10. That the deed in lieu of foreclosure provided by the Plaintiff to the Defendant was given for value and far exceeds the market value of the property and the mortgage for which it was given and was in a first priority position.
11. That as of the date of this affidavit the tax value placed upon the premises by the County of Greenville was \$89,390.00.

AS TO PARCELS TWO AND THREE

12. On or around August 2010 Plaintiff contacted Randall S. Hiller, P.A. for the purpose of retaining its services with regards to parcels 2 and 3 as set forth in Plaintiff's complaint.
13. Plaintiff advised Randall S. Hiller, P.A. that Plaintiff had not paid the ad valorem taxes for the aforesaid parcels 2 and 3 for calendar years 2004

through 2007 on one parcel and from 2006 to 2007 for the other parcel and that both properties had been sold by the Greenville County tax office for past due taxes, the Plaintiff was without funds to redeem the property and could not redeem the property, that deeds had been issued by the Greenville County delinquent tax collector to the successful purchasers at the tax sale and that the absolute bar for any action the Plaintiff may take to recover the property would be October 1, 2010.

14. The Plaintiff further represented to Randall S. Hiller, P.A. that the Plaintiff was without funds to pay an attorney to prosecute and maintain an action and requested Randall S. Hiller, P.A. accept representation on a contingent fee basis.
15. Randall S. Hiller, P.A. and Plaintiff entered into a contract whereby if Randall S. Hiller, P.A. filed an action to set aside the tax sale and was successful in doing so Plaintiff would convey a 50% ownership interest in the subject premises to Randall S. Hiller, P.A.
16. In accordance with the aforesaid contingent fee agreement between Plaintiff and Randall S. Hiller, P.A., on September 29, 2010 Randall S. Hiller P.A. prepared and transmitted to the Greenville County Clerk of Court the action styled *HHH Ltd. of Greenville, Inc. v. Beattie Bannon and Timothy Shirley*, 2010-CP-23-8205.
17. As a result of that action, a trial thereon, an order was entered on May 17, 2012 setting aside the tax sale in its entirety.
18. Subsequent to the expiration of time for filing post-trial motions and on appeal Plaintiff executed a deed of 50% ownership interest in the subject premises to Randall S. Hiller, P.A. in accordance with the terms of its agreement.
19. The Plaintiff, the judgment creditor nor the judgment creditor's counsel elected to redeem the property during the redemption period as they were entitled to or required by law.
20. But for the actions of Randall S. Hiller, P.A. any and all claim or interest in the subject parcels by the Plaintiff, the judgment creditor or its counsel would have terminated and been forever barred no later than November 1, 2010.

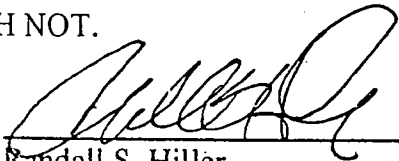
21. Counsel for the judgment creditor tacitly acknowledged the loss of any claim of ownership, interest, or judgment lien in the subject property after November 1, 2010 by actively seeking the signature, as record owners of title to those parcels, of the respective purchasers at the tax sale in order to gain a sufficient majority to modify and amend the covenants and restrictions encumbering the subject property.
22. At no time while counsel for the judgment creditor was attempting to gain the aforesaid signatures did counsel ever take the position that the judgment creditor maintained a lien, interest or otherwise in the subject premises.
23. Absent the significant and valuable efforts of the Defendant, Randall S. Hiller, P.A., the Plaintiff, judgment creditor and its counsel would have no property available to attempt to satisfy the lien. As a result of the efforts of the Defendant, Randall S. Hiller, P.A., the Plaintiff, the judgment creditor and its counsel have a judgment lien on 50% of the property which otherwise would not exist.

JUDGE MILLER MARCH 15, 2007 ORDER

24. ~~Prior to the subpoena of the Affiant to the hearing on the motion of the~~ judgment creditor for the appointment of a Receiver pursuant to Section 15-65-10 I was unaware of the existence of this Order.
25. I was unaware of the existence of this Order despite the fact that I was involved, subsequent to the entry of the judgment against the Plaintiff, directly with counsel for the judgment creditor to negotiate the sale of parcels 2 and 3 as well as other properties owned by the Plaintiff to obtain a means to allow the sales to occur and the escrowing of a portion of such sales during the pendency of the appeal of the underlying judgment.
26. During these negotiations with Mr. Crawford he never brought the Order to my attention, referred to the necessity of compliance with the Order, referred or suggested that any such negotiation and agreement must be approved by Judge Miller or in any way indicated in any way, shape or form that there was a legal impediment to the negotiation and entering into of an agreement such as we were discussing.

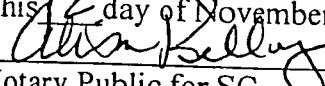
27. I was aware during the course of those negotiations that prior to my involvement at least one, and possibly more, properties had been sold wherein the Plaintiff had negotiated directly with Mr. Crawford on behalf of the judgment creditors and that no motion, hearing or Order was requested or received by Judge Miller or any other circuit judge relating to those transactions.
28. Having now read the Order it is obvious why those actions occurred without the necessity of Judge Miller's approval. The Order states "The Court has taken the above motions for attachment and an appointment of a Receiver under advisement pending final disposition of all post-trial motions." There is no rational interpretation of the Order other than it was intended to maintain the status quo pending "a final ruling of this Court" and "during the effective term of this Order".
29. The 13th Judicial Circuit public index indicates that those motions were decided on May 14, 2007, a judgment was duly entered of record and the Order relied upon by the judgment creditor was marked completed. From and after that date the March 15 Order had no force and effect and the judgment creditor was protected just as any other judgment creditor by the entry of a judgment on the records as required by statute. There is nothing in that Order or of record that would have prevented or impaired the priority of my personal mortgage on parcel 1 or prevented the professional actions undertaken as to parcels 2 and 3.

FURTHER THE AFFIANT SAYETH NOT.


Randall S. Hiller
RANDALL S. HILLER, P.A.

November 12 2014

SWORN TO BEFORE ME
This 12 day of November, 2014


Notary Public for SC

My commission expires: 10-25-15

Randall S. Hiller

From: Randall Hiller <rsh@rshpa.org>
Sent: Friday, September 28, 2007 2:09 PM
To: 'John Crawford'
Subject: RE: HHH/Joe Hiller Request to Sell Land

John:

Any comments on the agreement I had signed and sent over?

Randall S. Hiller
Randall S. Hiller, P.A.
Attorneys at Law
850 Wade Hampton Blvd.
Greenville, S.C. 29609
(864) 232-0026

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

From: John Crawford [mailto:crawford@conlaw.com]
Sent: Monday, September 24, 2007 4:10 PM
To: Randall Hiller
Subject: RE: HHH/Joe Hiller Request to Sell Land

I think we need to reduce to a written agreement. If you could forward a draft I'll review and circulate for signatures.

Thanks,
John

John T. Crawford, Jr., Esq.
Kenison Dudley & Crawford, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601

Phone (864) 242-4899
Fax (864) 242-4844
Mobile (864) 230-3943
crawford@conlaw.com

From: Randall Hiller [mailto:rsh@rshpa.org]
Sent: Monday, September 24, 2007 4:05 PM
To: John Crawford
Subject: RE: HHH/Joe Hiller Request to Sell Land

That is acceptable. Will these emails suffice or do we need to reduce it to a written agreement?

Randall S. Hiller
Randall S. Hiller, P.A.
Attorneys at Law
850 Wade Hampton Blvd.

Greenville, S.C. 29609
(864) 232-0026

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

From: John Crawford [mailto:crawford@conlaw.com]
Sent: Monday, September 24, 2007 3:53 PM
To: Randall Hiller
Subject: RE: HHH/Joe Hiller Request to Sell Land

I understand your concerns, but at the same time the HOA wants the safeguard of knowing that we've reviewed the sale to ensure that it is an arms length transaction. I can agree that as long as it is a normal transaction our fees will not exceed \$500 and if it looks like there is something that will cause an increase over that amount I'll notify you first.

John T. Crawford, Jr., Esq.
Kenison Dudley & Crawford, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601

Phone (864) 242-4899
Fax (864) 242-4844
Mobile (864) 230-3943
crawford@conlaw.com

From: Randall Hiller [mailto:rsh@rshpa.org]
Sent: Monday, September 24, 2007 3:37 PM
To: John Crawford
Subject: RE: HHH/Joe Hiller Request to Sell Land

John:

We are agreeable to that provided that we may have permission to propose future sales directly to the HOA. Far be it from me to want attorney's not to make money, but at the same time it is difficult to agree to a blank check.

Randall S. Hiller
Randall S. Hiller, P.A.
Attorneys at Law
850 Wade Hampton Blvd.
Greenville, S.C. 29609
(864) 232-0026

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

From: John Crawford [mailto:crawford@conlaw.com]
Sent: Monday, September 24, 2007 12:38 PM
To: Randall Hiller
Subject: FW: HHH/Joe Hiller Request to Sell Land

Randy:

I am forwarding you an e-mail I received from the board with their conditions for the sell of any property. Let me know what you think.

John

John T. Crawford, Jr., Esq.
Kenison Dudley & Crawford, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601

Phone (864) 242-4899
Fax (864) 242-4844
Mobile (864) 230-3943
crawford@conlaw.com

From: Jerry Copeland [mailto:jerrycopeland2@earthlink.net]
Sent: Sunday, September 23, 2007 9:18 PM
To: John Crawford
Subject: HHH/Joe Hiller Request to Sell Land

John,

The Board met to consider the request for HHH to sell some land and us receive some of the proceeds.

But before I get to that, let me just recap some things as we think these are important in the overall picture of things.

The current situation that HHH and Joe Hiller find themselves in is of their own doing and because they refused to negotiate and even be reasonable with any aspect of the situation, before, during and after the trial.

Joe W Hiller filed a motion under rule 67 to post around 1.2 million dollars on his own.

Randy Hiller sent a letter requesting that they be allowed to post around 1.4 million dollars even though they know that the rule says twice the amount of the judgment of \$971,002.

Now they are saying that they cannot even post that amount even though no one asked them to volunteer to do either.

Needless to say, we are very skeptical of this offer and do not believe that they could not somehow post whatever amount they wanted to, up to the judgment amount.

We do not trust them with good cause, and we have also showed a good faith effort to even consider letting them post less than the 2x times required judgment amount.

For us to be willing to let them sell some land and receive part of the proceeds, there need to be some safe guards in place in the form of an agreement that they must adhere to.

Here then are the conditions under which we would approve any transactions to sell land and these must be in writing, agreed to and signed by them:

- 1) Each transaction is separate and stands alone and is approved separately.
- 2) We must have at least 7 business days advance notice to respond to an individual transaction request.
- 3) Each approved transaction is only approved for 60 days from the date of approval and if no transaction is executed within that time the approval expires for that transaction.
- 4) Each lot(s) or parcel(s) must include the county tax assessor map reference number to be considered for approval.
- 5) There must not be any costs to us to approve and receive our payment under this agreement and payment must be made from the closing attorney the same day of the closing.
- 6) We will receive 50% of the gross, not net proceeds, plus any attorney fees incurred by KDC to handle, approve, or litigate any particular transaction.

7) Once in place, any variance or attempt to alter these conditions or ensuing problems would void any further consideration of further transactions.

8) Approval of any transaction by the Holly Woods BOD must in writing (e-mail is acceptable) and will not be valid unless approved both by KDC and the Holly Woods BOD.

Given their history, incorporativeness, and excessive time to deal with them on any level, we believe the above listed requirements to be very reasonable and doable if they really need to sell some land. These conditions are not negotiable and are offered on a take it or leave it basis.

HHH filing a corrective deed for the building 11 lots without any encumbrances would have a positive affect on our cooperation to consider transactions beyond the current transaction they want to execute.

Please let me know if you have any questions.

Thanks,

Jerry Copeland
CC: Holly Woods BOD

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement to
Amend Restrictive Covenants Stoneridge on the ___ day of _____, 2011.

IN THE PRESENCE OF:

Witness #1

Witness #2 (who is also a Notary Public)

By: Bannon Beate

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw Bannon Beate execute and deliver the within written Agreement to Amend Restrictive Covenants Stoneridge, and that (s)he with the other witness subscribed above witnessed the execution and delivery thereof.

Witness #1

SWORN to before me this _____
day of _____, 2011.

Notary Public for South Carolina
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement to Amend Restrictive Covenants Stoneridge on the ___ day of _____, 2011.

IN THE PRESENCE OF:

Witness #1

Witness #2 (who is also a Notary Public)

By: Tim B. Shirley

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw Tim B. Shirley execute and deliver the within written Agreement to Amend Restrictive Covenants Stoneridge, and that (s)he with the other witness subscribed above witnessed the execution and delivery thereof.

Witness #1

SWORN to before me this _____
day of _____, 2011.

Notary Public for South Carolina

My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)

Plaintiff)

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)

Defendants)

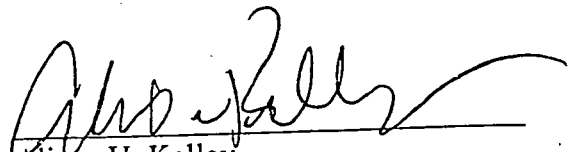
IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

CERTIFICATE OF MAILING

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2014 NOV 17 PM 9 48

I hereby certify that I am an employee of the law firm RANDALL S. HILLER, P.A., counsel for the above captioned Defendants, and I have, this date written below served the within Plaintiff with Defendants' Motion for Summary Judgment and Affidavit of Randall S. Hiller relative to the above captioned by depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

Randy A. Skinner, Esq.
300 N. Main St., Ste. 201
Greenville, SC 29601


Alison H. Kelley

November 12, 2014

Greenville, South Carolina

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP2305575

HHH Ltd Of, Greenville

Randy A Skiller, WICKENS

Randall S Hiller
Randall S Hiller PA

Robert E Hiller

2014 DEC 19 PM 4 33

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. Plaintiff's Motion for Reference is GRANTED.

RECEIVED

JAN 26 2015

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: _____

SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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: This document is not a judgment details.

CH

2162

12/18/2014

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

12/19/14
This judgment was entered on, and a copy mailed first class or placed in the appropriate attorney's box on, 12/19/14 to attorneys of record or to parties (when appearing pro se) as follows:

Randy A. Skinner Skinner Law Firm LLC 300 North Main Street, Suite 201 Greenville, SC 29601
John T. Crawford Jr. Kenison, Dudley & Crawford, LLC 704 E. McBee Avenue Greenville, SC 29601
M. Stokely Holder 704 E. McBee Ave. Greenville, SC 29601

Randall Scott Hiller Randall S. Hiller, P.A. 850-B Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE PLAINTIFF(S)

*copy to master

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

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

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

RECEIVED
JAN 26 2015
SC Court of Appeals

HHH LTD. OF GREENVILLE, BY AND THROUGH RANDY E. CO. RANDALL S. HILLER, ROBERT E. HILLER, AND RANDAL S. SKINNER, ITS RECEIVER
PAUL B. WISKEY
HILLER, P.A.

2015 JAN 8 PM 4:23

PLAINTIFF(S) DEFENDANT(S)

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

- DISPOSITION TYPE (CHECK ONE)**
- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. The Court granted the Motion. On January 6, 2015, Plaintiff submitted a Motion to Reconsider the Court's Order of Reference. Plaintiff's Motion is hereby DENIED.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

RECEIVED
JAN 26 2015
SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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.

For Clerk of Court Office Use Only

RECEIVED

JAN 26 2015

This judgment was entered on the 8 day of Jan, 20 15, and a copy mailed first class or placed in the appropriate attorney's box on this 8 day of Jan, 20 15 to attorneys of record or to parties (when appearing pro se) as follows:

SC Court of Appeals

Randy Skinner
John T. Crawford Jr
Stokely M Holder
ATTORNEY(S) FOR THE PLAINTIFF(S)

Randall Hiller
ATTORNEY(S) FOR THE DEFENDANT(S)
CLERK OF COURT

Court Reporter:

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

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

Lined area for additional information regarding the decision.

HHH LTD. OF GREENVILLE, BY AND THROUGH RANDY
SKINNER, ITS RECEIVER

FILED IN CLERK OF COURT
GREENVILLE, S.C.
RANDALL S. HILLER, ROBERT E. HILLER, AND RANDAL S.
HILLER, P.A.
PAUL E. WICKENSTIMER

PLAINTIFF(S)

2015 FEB 25

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. The Court granted the Motion. On January 6, 2015, Defendant submitted a Motion to Reconsider the Court's Order of Reference. Defendant's Motion is hereby DENIED.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

This Order amends the Form 4 Order in this case which was clocked on January 8, 2015.

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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.

For Clerk of Court Office Use Only

This judgment was entered on the 25 day of Feb, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 25 day of Feb, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Bandy Skinner
John A Crawford Jr
Stokely M Holder
ATTORNEY(S) FOR THE PLAINTIFF(S)

Randall Hiller
ATTORNEY(S) FOR THE DEFENDANT(S)
CLERK OF COURT

Court Reporter:

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

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

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED - CLERK OF COURT

GREENVILLE, CO. S.C.

PAUL D. WICKENSIMMER

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by Randy Skinner,
its Receiver

2015 JAN 6 AM 11 00

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff,)

vs.)

Randall S. Hiller, et al

Defendant.)

Plaintiff's Attorney:
Randy A. Skinner & M. Stokely Holder, Bar No.

Address:

Phone: _____ Fax: _____

E-mail: _____ Other: _____

Defendant's Attorney:

Randall S. Hiller, Bar No. 2513

Address:

850 Wade Hampton blvd., Greenville, SC 29609

Phone: 232-0029 Fax 242-4692

E-mail: rsh@rshpa.org Other: ahk@rshpa.org

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

SECTION I: Hearing Information

Nature of Motion: Reconsider

Estimated Time Needed: 15 min.

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

December 30, 2014

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$

☐ EXEMPT:

(check reason)

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

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and
through Randy A. Skinner, its
Receiver,

Plaintiff

v.

Randall S. Hiller, Robert E. Hiller
and Randall S. Hiller, P.A.,

Defendants

MOTION TO RECONSIDER

FILED IN THE COURT
GREENVILLE CO. S.C.
PAUL STOKELY
2015 JAN 6 PM 11 00

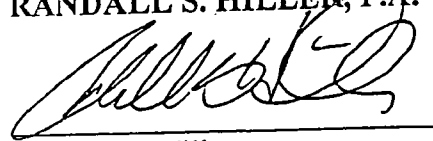
TO: RANDY A. SKINNER, ESQUIRE AND M. STOKELY HOLDER, ESQUIRE,
ATTORNEYS FOR THE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Defendants, Randall S. Hiller, P.A.,
~~Randall S. Hiller and Robert E. Hiller~~, by and through their undersigned counsel, will move before
the Presiding Judge for the Thirteenth Judicial Circuit, Greenville, South Carolina, at such time
and place as his Honor may designate for an Order; pursuant to Rule 59 and Rule 60, of the South
Carolina Rules of Civil Procedure, on the following grounds:

1. That the Court reconsider the involuntary reference to the Master in Equity as being in
violation of the South Carolina Constitution, Article IV, Sections 11 and 14.
2. That the Court reconsider the involuntary reference to the Master in Equity as it is not
a Court as defined by Section 14-1-7 of the *South Carolina Code of Laws* and that the
Master does not have authority pursuant to Section 14-11-80 of the *South Carolina
Code of Laws* to hear or determine matters of original jurisdiction in the Circuit Courts
absent the consent of all parties.

3. In light of the fact that the Order entered is immediately appealable the Court should issue a formal Order addressing each and every issue raised at the argument on the Motion, the Court's ruling thereon and the issues raised by this Motion to reconsider.

RANDALL S. HILLER, P.A.



Randall S. Hiller
Attorney for Defendants
850 Wade Hampton Blvd.
Greenville, S.C. 29609
864/232-0026
SC Bar No.: 2513

Greenville, South Carolina
December 30, 2014

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP2305575

HHH Ltd Of Greenville

Randy A Skinner

WICKENS

Randall S Hiller

Robert E Hiller

Randall S Hiller PA

2014 DEC 19 PM 4 33

PLAINTIFF(S)

DEFENDANT(S)

Attorney for: ☐ Plaintiff ☐ Defendant

☐ Self-Represented Litigant

Submitted by:

DISPOSITION TYPE (CHECK ONE)

- ☐ ~~JURY VERDICT~~ This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. Plaintiff's Motion for Reference is GRANTED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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 provide judgment details.

DNL

Circuit Court Judge

2162

Judge Code

12/18/2014

Date

For Clerk of Court Office Use Only

12/19/14

This judgment was entered on *12/19/14*, and a copy mailed first class or placed in the appropriate attorney's box on *12/19/14*, to attorneys of record or to parties (when appearing pro se) as follows:

Randy A. Skinner Skinner Law Firm LLC 300 North Main Street, Suite 201 Greenville, SC 29601
John T. Crawford Jr. Kenison, Dudley & Crawford, LLC 704 E. McBee Avenue Greenville, SC 29601
M. Stokely Holder 704 E. McBee Ave. Greenville, SC 29601

~~Randall Scott Hiller~~ Randall S. Hiller, P.A. 850-B Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE PLAINTIFF(S)

**copy to master*

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and
through Randy A. Skinner, its
Receiver,

Plaintiff

v.

Randall S. Hiller, Robert E. Hiller
and Randall S. Hiller, P.A.,

Defendants

CERTIFICATE OF MAILING

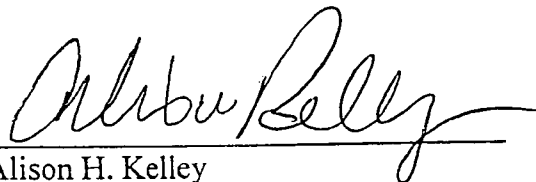
FILED-001 K OF COURT
GREENVILLE CO. S.C.
PAUL E. WICKENSIMER
2015 JUN 6 PM 11 00

I hereby certify that I am an employee of the law firm RANDALL S. HILLER,
P.A., counsel for the above captioned Defendants, and I have, this date written below served the
within Plaintiff with Defendants' Motion to Reconsider relative to the above captioned by
depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

The Hon. Letitia Verdin
305 E. North St.
Greenville, SC 29601

Randy A. Skinner, Esq.
300 N. Main St., Ste. 201
Greenville, SC 29601

M. Stokely Holder, Esq.
704 E. McBee Ave.
Greenville, SC 29601


Alison H. Kelley

December 30, 2014

Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HHH Ltd. of Greenville,

Plaintiff,

-VS-

Randall S. Hiller, et al

Defendant.

) COURT OF COMMON PLEAS

) Case No(s) : 2013CP2305575

)

)

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TRANSCRIPT OF RECORD

December 18, 2014

Greenville, South Carolina

B E F O R E:

HONORABLE LETITIA H. VERDIN, Judge.

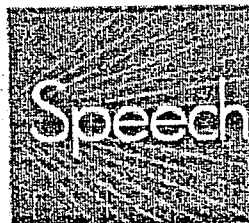
A P P E A R A N C E S:

M. STOKELY HOLDER, Esquire
Attorney for Plaintiff

RANDALL S. HILLER, Esquire
Attorney for Defendant

Teresa B. Johnson
Certified Verbatim Reporter
P.O. Box 2812
Greenville, S.C. 29602

Records are
taken and
produced via



CAT 7

I N D E X

DIRECT CROSS REDIRECT RECROSS

Motions 4

Certificate of Reporter 19

EXHIBITS PAGE

NO.

DESCRIPTION

ID EV

PLAINTIFF EXHIBITS

(No exhibits offered.)

DEFENSE EXHIBITS

(No exhibits offered.)

COURT EXHIBITS

(No exhibits offered.)

P R O C E E D I N G S

(WHEREUPON, the proceedings begin on the 18th day of December, 2014 at approximately 9:36 a.m.)

THE COURT: This is HHH versus Randy Hiller. We've got a motion for reference to the Master and motion for summary judgement, is that right?

MR. HILLER: That's correct.

MR. HOLDER: Yes, Your Honor.

THE COURT: All right.

MR. HILLER: Which would you prefer to hear first?

THE COURT: I really have no preference. I was about to ask y'all if you think there's one way to do it better or another.

MR. HOLDER: Let's hear the motion for reference. It makes more sense.

THE COURT: All right.

MR. HOLDER: That way, the other motion -- if the motion for reference is granted, the other motion becomes moot.

THE COURT: Certainly.

MR. HOLDER: So may it please the Court?

THE COURT: Yes, sir.

MR. HOLDER: Your Honor, Stokely Holder on

1 behalf of Kenison, Dudley & Crawford, working
2 with Mr. Skinner here, who has been appointed
3 Receiver in this case by virtue of an order
4 from Judge Simmons dated January 16th of 2013.

5 Your Honor, to make this fairly short and
6 simple, the order appointing Mr. Skinner as
7 Receiver, which I believe is in the court's
8 file, is, as I said, it's dated January 2013.
9 On page 9 of that order, specifically under
10 item number 27, it contains a provision,
11 Retention of Jurisdiction. In that provision,
12 it states that the court retain jurisdiction of
13 this matter to enter such orders as may be just
14 and proper. It is our understanding based on
15 Judge Simmons' instructions and comments to the
16 parties that it was his intention to retain
17 jurisdiction of this matter.

18 **THE COURT:** All right.

19 **MR. HOLDER:** To include -- under
20 receivership, to include cases that may be
21 filed pursuant to that order, which would
22 include in this case that Mr. Skinner has filed
23 pursuant to that order. We had -- there was a
24 teleconference between the parties some months
25 ago when he began to express that same

1 recitation that he did indeed intend to retain
2 jurisdiction of this matter.

3 Now, it was admittedly an oversight on my
4 office's part to file this particular action in
5 this court. We anticipated filing those and
6 have it sent to Judge Simmons. However, that's
7 been opposed.

8 **THE COURT:** All right.

9 **MR. HOLDER:** I'll leave it at that for
10 now. Obviously, the issues that are underlying
11 in this case are best suited for Judge Simmons
12 in his court. They are all related to the
13 collection of judgement and, particularly, they
14 are related to property matters, priority
15 issues, things of that nature. It's our
16 position that Judge Simmons, based on his order
17 and his position that he's made clear, he
18 intended to retain jurisdiction of this matter
19 so it should be referred to this court.

20 **THE COURT:** All right. Thank you.

21 Mr. Hiller?

22 **MR. HILLER:** Your Honor, obviously, that's
23 not what their motion said. But I will point
24 out that I'm not a party to that order. I'm not
25 subject to Judge Simmons retaining jurisdiction

1 in an action that's brought solely pursuant to
2 a supplementary proceeding. Although Mr. Holder
3 said it was an oversight on his part, he's only
4 been involved in this case and counsel of
5 record for about three weeks.

6 THE COURT: Uh-huh.

7 MR. HILLER: After that, the filing of
8 case was by Mr. Skinner. Although they say that
9 now that somehow means that it needs to be
10 there, besides the fact that I'm not subject to
11 that order, I'm not a party to that order,
12 obviously, I object to that. The second issue
13 is, of course, the fact that Judge Simmons has
14 absolutely no knowledge of this case. The third
15 issue is that I brought up jury legal issues
16 that are -- jury issues or counterclaims in my
17 -- counterclaims in the subsequent action which
18 can't be heard by Judge Simmons.

19 Finally, the entire basis of their
20 complaint is a reliance on what I contend was
21 simply an interim order by Judge Miller from
22 2007 which they claim is still effective today.
23 That order also contains a provision saying
24 that Judge Miller was to retain jurisdiction.
25 So, if anything, in order -- if they contend as

1 they do in this lawsuit, that that order is
2 still in effect, then this action needs to be
3 heard by Judge Miller. To now claim that it
4 should go to another court is completely
5 counter to the allegations in their complaint.

6 But, you know, even without getting into
7 all of those issues, Your Honor, what would be
8 dispositive of that particular motion for
9 reference is, of course, number one, there is
10 no statute or case law that allows for the
11 referral of a non-jury action automatically to
12 the Master. I mean, this court has equitable
13 jurisdiction. You have equitable jurisdiction.
14 We have non-jury cases in this court all the
15 time. The only statutory rule reflects that the
16 cases brought before you that can be referred
17 to the Master are foreclosures. That's it.

18 So I contest -- I disagree and I believe I
19 have a right to have this case heard in circuit
20 court. As I said, even if the court were to
21 determine the majority of the issues, and I
22 submit that the majority are equitable in non-
23 jury, the remedy is to bifurcate. You can't
24 even send non-jury issues to the Master or even
25 to the non-jury coordinator if the other side

1 objects. I would refer to Johnson versus South
2 Carolina National Bank, 354 S.E.2d 895. I'll be
3 happy to hand up a copy of that.

4 THE COURT: Tell me about what your cause
5 of action for the jury --

6 MR. HILLER: Fraud.

7 THE COURT: Fraud?

8 MR. HILLER: Yes, ma'am.

9 THE COURT: All right. And I'll hear from
10 you on your motion for summary judgement.

11 MR. HILLER: Well, first off, I will point
12 out to the court that I filed an affidavit at
13 the time I filed my motion for summary
14 judgement. It sets forth the facts that I
15 contend are uncontested. And they are, in fact,
16 uncontested. I will be happy to get into the
17 merits. I will get into the merits. I will also
18 take the position that there's been no
19 response. There has been no affidavits filed,
20 no discovery filed, no other documents filed by
21 the plaintiff. Of course, under Rule 56, I'm
22 entitled to summary judgement as a matter of
23 law to the fact that they can not rely on their
24 pleadings.

25 But as to the specific claims, they brought

1 essentially three causes of action. Two under
2 section 27-23-10. In order to prevail on that,
3 they would have to show that there was no
4 consideration paid or if consideration was
5 paid, it was inadequate and/or the plaintiff in
6 this case had an intent to defraud. Not only
7 would they have to show by clear and convincing
8 evidence that there was an intent to defraud,
9 that it was somehow imputable to me. That clear
10 and convincing standard also enhances their
11 obligation to rebut or support their position
12 at the time of a summary judgement hearing
13 because they could no longer rely on the
14 scintilla of evidence standard and must present
15 more evidence than would typically be required
16 to prevent summary judgement.

17 As to those cause of actions, Your Honor,
18 the conveyances -- I would submit to the court
19 that the two conveyances are not even
20 applicable to the statute. One was a deed in
21 lieu of foreclosure for an admitted mortgage
22 that was, uh, placed on the property in 1999,
23 some eight years before the judgement that they
24 are seeking to, uh, collect. It was never paid.
25 A foreclosure was issued. It was issued for --

1 well, it had a tax value at the time it was
2 transferred of approximately a third of what
3 the debt was, plus \$27,000 in taxes due on the
4 property.

5 The second transaction is really the most
6 prizing because what happened was in 2008 or
7 whatever. My memory for details has faded as my
8 age has increased. Two and three alleged in the
9 complaint was sold at the tax sale. The
10 creditor did not redeem the property. The
11 plaintiff did not redeem the property. Deeds
12 were issued to the purchaser of the tax sale.

13 Subsequent to the deeds being issued, uh,
14 and approximately a month before the absolute
15 bar that the statute of limitations would
16 occur, I bought a suit on behalf of HHH to
17 satisfy the tax sales. Had I not done that,
18 Your Honor, parcels 2 and 3 would be gone.
19 There would be no property. There would be
20 nothing for them to -- plaintiff wouldn't own
21 anything and the creditor would not have
22 anything to execute judgement against.

23 My willingness to do that was based on a
24 contingent fee agreement because there were no
25 funds to pay it. I had successfully, over a two

1 year period, had that tax sale set aside after
2 trial. As a result of my efforts, now they have
3 half of that property. The plaintiff owned
4 half. And the judgement creditor has the right
5 to enforce his judgement against half that it
6 wouldn't have had otherwise. The claim that
7 somehow that there was no consideration for
8 that and/or that there was intent to defraud,
9 there could not possibly had been an intent to
10 defraud, even on the part of the plaintiff. The
11 plaintiff would have owned nothing had I not
12 brought that lawsuit.

13 The last cause of action is the one that
14 relies on Judge Miller's 2007 order.

15 THE COURT: Right.

16 MR. HILLER: Of course, I take the
17 position that that order is, on its face, just
18 patently an interim order. That order was
19 issued after the trial and before the decision
20 was made on the post-trial motion to hold
21 everybody in place and not allow any transfers
22 to property pending the issuance of a
23 judgement. That judgement was -- those orders
24 were -- those motions were heard. Judge Miller
25 issued an order on them, I believe, in May of

1 2007. The clerk's office marked that order as
2 completed. It clearly was completed.

3 But if there is an issue regarding that and
4 if it is not apparent, obviously, Judge Miller
5 still works here. He put in the order that he
6 retained jurisdiction. I would be happy to have
7 him hear that issue if he wishes. But in any
8 event, I would submit to you that I am entitled
9 to summary judgement as to the plaintiff's
10 first and second causes of action ---

11 **THE COURT:** All right.

12 **MR. HILLER:** --- for all the grounds and
13 reasons I've stated.

14 **THE COURT:** All right. Thank you.

15 **MR. HOLDER:** Thank you, Your Honor.

16 Stepping back a little bit. Judge Simmons --
17 excuse me. Just for a point of clarification.
18 Judge Simmons is fully aware of the facts of
19 this case. Mr. Hiller is aware of that too. Mr.
20 Hiller was there at the receivership hearing
21 where it was a lengthy hearing. Testimony was
22 taken regarding the facts. The underlying facts
23 of this case, the same properties that are
24 involved in this case.

25 In addition, Mr. Hiller knows, maybe he

1 doesn't recall, but he should know that Judge
2 Miller relinquished his jurisdiction a day
3 before the receivership hearing. He was made
4 aware of the receivership motion. He agreed
5 that Judge Simmons could retain jurisdiction as
6 he did. In fact, Your Honor, I think it's
7 pretty telling, if I may approach. This kind of
8 dovetails into Mr. Hiller's summary judgement
9 motion.

10 MR. HILLER: Your Honor, I'm going to
11 object to their trying to deliver any documents
12 to the court today.

13 MR. HOLDER: Your Honor, this motion was
14 file --

15 THE COURT: I'll take a look at it.

16 MR. HOLDER: It's a matter of public
17 record.

18 THE COURT: Yeah. This is something that's
19 -- it looks like a motion that's been filed.
20 All right. Yes, sir. Go ahead.

21 MR. HOLDER: Your Honor, this was a motion
22 filed by Mr. Hiller in December of 2007 after
23 the May 2007 date he just referenced in support
24 of his position that Judge Miller's retention
25 of jurisdiction terminated. In this order,

1 excuse me, in this motion that Randy Hiller
2 filed himself, it says in the first paragraph
3 that he moves before the presiding judge in the
4 Greenville County Court of Common Pleas
5 pursuant to the order of the Honorable Edward
6 Miller dated March 15th, 2007 for an order
7 allowing sell of certain real property.

8 Your Honor, it appears that there are some
9 recollection issues. I think the record
10 reflects that Judge Miller did retain
11 jurisdiction -- and Mr. Hiller was aware of it
12 -- throughout the pendency of this case. And as
13 the record also reflects, Judge Miller was
14 advised of the receivership hearing. Like I
15 said, November 8th, 2012, the day before the
16 receivership hearing, he agreed that he would
17 relinquish jurisdiction to Judge Simmons. If he
18 didn't have jurisdiction before then, I don't
19 know why he would have agreed to relinquish it.

20 **THE COURT:** All right.

21 **MR. HOLDER:** Going to the motion for
22 summary judgement, Your Honor.

23 **THE COURT:** Okay.

24 **MR. HOLDER:** As to the first property --
25 there are three properties that Mr. Hiller

1 alluded to being subject to the claims of the
2 plaintiff. The first property, uh, that claim
3 is based primarily on the deed in lieu of
4 foreclosure that Mr. Hiller signed himself and
5 filed with the Register of Deeds Office in
6 Greenville county wherein he states that the
7 property is being released and forever
8 discharged from the mortgage that's referenced.
9 That's a filed document. He claims in this
10 affidavit that there's another attorney that
11 was supposed to have withheld that mortgage
12 release pending some future payments.

13 Of course, we haven't been presented with
14 any agreement to that extent. What we are
15 presented with is a partial lease and mortgage
16 that's filed of record and it's been filed of
17 record since 1998 that Randy Hiller signed
18 himself. So Your Honor, it's our position
19 that's clearly a legal issue.

20 As to the remaining properties, it's Mr.
21 Hiller's position in the same affidavit, the
22 same affidavit where he testifies and he swears
23 under oath that Judge Miller's prior order
24 still has no bearing despite of the fact that
25 there's other things in the record that

1 directly contradict his representations in his
2 affidavit. So in that same affidavit, he claims
3 there was a contingency agreement, you heard
4 him say earlier, with respect to his efforts in
5 reversing the tax sale of those two other
6 properties.

7 Your Honor, we all know under Rule 1.5 of
8 our rules of professional conduct, any
9 contingency agreement has to be in writing. We
10 haven't seen the first scintilla of evidence
11 suggesting that that agreement was in writing.
12 Even if it were, Your Honor, I think again it
13 goes back to priority issues that are involved.
14 All of them point back to the equitable issues
15 that Judge Simmons intended to retain and rule
16 upon. I think that practically, it seems as
17 though, based on Judge Simmons' interpretation
18 of his own order and understanding this case,
19 if you refer to him, if he determines there are
20 factual issues, he can bifurcate it.

21 THE COURT: All right.

22 MR. HOLDER: Thank you, Your Honor.

23 THE COURT: I'm going to take this matter
24 under advisement. I'll issue a decision
25 shortly.

1 MR. HILLER: May I --

2 THE COURT: One second. We're running way
3 behind.

4 MR. HILLER: Your Honor, I was at the
5 hearing in front of Judge Simmons but I was
6 subpoenaed to be there. They subpoenaed me as a
7 witness and issued a subpoena duces tecum. I
8 was not a party nor did I file any other
9 documents.

10 THE COURT: All right. Thank you.

11 MR. HOLDER: Thank you, Your Honor.

12

13 (WHEREUPON, the proceedings conclude at
14 approximately 9:55 a.m.)

15

16

17

18

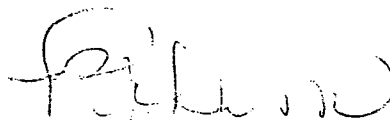
CERTIFICATE

19

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

I, the undersigned, Teresa B. Johnson, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Greenville, South Carolina, on this 3rd day of February, 2015.

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



Teresa B. Johnson

Official Court Reporter

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HHH Ltd. of Greenville, et al

vs.

Randall S. Hiller, et al

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-23-5575

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

2013 NOV 18 AM 9:40

GREENVILLE CC, SC
PAUL D. WICKENS JR.

Plaintiff's Attorney:

Randy A. Skinner, Bar No. _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____ Other: _____

Defendant's Attorney:

Randall S. Hiller, Bar No. 2513

Address: _____

850 Wade Hampton Blvd., Greenville, SC 29609

Phone: 232-0026 Fax 242-4692

E-mail: rsh@rshpa.org Other: ahk@rshpa.org

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

SECTION I: Hearing Information

Nature of Motion: Dismiss

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☐ Form Motion/Order

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

Signature of Attorney for ☐ Plaintiff ☒ Defendant

November 13, 2013
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

HHH Ltd. of Greenville, by and)
through Randy A. Skinner, its)
Receiver,)

Plaintiff)

v.)

Randall S. Hiller, Robert E. Hiller)
and Randall S. Hiller, P.A.,)

Defendants)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

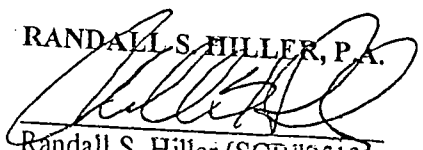
MOTION TO DIMISS

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2013 NOV 18 AM 9 50

TO: RANDY A. SKINNER, ESQ., ATTORNEY FOR PLAINTIFF:

PLEASE TAKE NOTICE that the Defendants, through their undersigned attorney, will move before the presiding Judge for the Court of Common Pleas for Greenville County in the Greenville County Courthouse, on the tenth day after service hereof, or at such other time and place as is convenient to the Court and Counsel, as follows: That the action against the Defendants be dismissed on the grounds that the Complaint fails to state facts sufficient to constitute a cause of action pursuant to SCRCP Rule 12b(6) and for failure to join a party under Rule 19 pursuant to SCRCP Rule 12(b)(7).

RANDALL S. HILLER, P.A.


Randall S. Hiller (SCB#2513)

850 Wade Hampton Blvd.

Greenville, SC 29609

864-232-0026

864-242-4692 Fax

Attorney for Defendants

November 13, 2013
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH CIRCUIT
C.A. NO.: 2013-CP-23-5575

HHH Ltd. of Greenville, by and
through Randy A. Skinner, its
Receiver,

Plaintiff

v.

Randall S. Hiller, Robert E. Hiller
and Randall S. Hiller, P.A.,

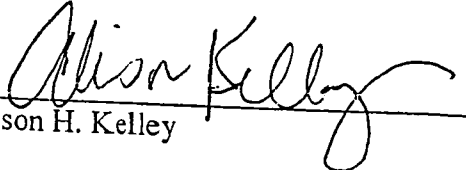
Defendants

CERTIFICATE OF MAILING

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL S. WICKENSIMER
2013 NOV 18 AM 9 50

I hereby certify that I am an employee of the law firm RANDALL S. HILLER, P.A., counsel for the above captioned Defendants, and I have, this date written below served the within Plaintiff with Defendants' Motion to Dismiss relative to the above captioned by depositing a copy of same in the United States Mail, postage prepaid and addressed as follows:

Randy A. Skinner, Esq.
300 N. Main St., Ste. 201
Greenville, SC 29601


Alison H. Kelley

November 13, 2013

Greenville, South Carolina

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2005CP2302852

Holly Woods Association Of Residence Owners vs. Joe W Hiller

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):
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC; ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON):
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other: _____ ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
- ☐ 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;

NOTICE

This is a notice to you that an Order Appointing Receiver in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to lbobo@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 16th day of January, 2013.

Court Reporter:

PRESIDING JUDGE -

~~Mailed hard copy:~~

John T. Crawford Jr. 704 E. Mcbee Ave.
Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

Kevin Phillip Brady 900 E. North St., Ste. 210
Greenville, SC 29601
Joe W Hiller 100 Lake Circle Drive Greenville, SC
29607
Randall Scott Hiller Randall S. Hiller, P.A. 850
Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE DEFENDANT(S)

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED-CLERK OF COURT
IN THE COURT OF COMMON PLEAS
GREENVILLE CO., S.C.
THIRTEENTH JUDICIAL CIRCUIT
PAUL B. WICKENSIMER

HHH Ltd. of Greenville, by and through
Randy A. Skinner, its Receiver,

CASE NO. 2013-CP-23-05575

Plaintiff,

vs.

Randall S. Hiller, Robert E. Hiller,
and Randall S. Hiller, P.A.,

Defendants.

**ORDER DENYING
MOTION TO DISMISS**

This is an action to set aside the transfers of property as fraudulent conveyances under the Statute of Elizabeth, S.C. Code Ann. § 27-23-10. Plaintiff Randy Skinner was appointed as the receiver of HHH Ltd. of Greenville (HHH Ltd.), a judgment debtor in an action filed by Holly Woods Association of Residence Owners (Holly Woods) in 2005. Defendant Robert Hiller was the agent of HHH Ltd. that executed the documents conveying the property. Defendants Randall S. Hiller and Randall S. Hiller, P.A. are the parties to whom the property was conveyed or participated in the transfer of the property. Defendants filed a motion to dismiss the action by asserting that Plaintiff has no standing to bring this action because he is not a creditor under the statute. Defendants assert also that under Section 27-23-10, the judgment creditor, Holly Wood, is an indispensable party. After consideration of the all of the information, the Defendants' motion is **DENIED**.

FACTUAL BACKGROUND

Briefly, Holly Woods brought this action against HHH Ltd., Joe W. Hiller, David Hiller and others in 2005 in Greenville County (Docket No., 2005-CP-23-2852). In February 2007 after trial before a jury, a verdict was rendered in favor of Holly Woods in the amount of \$971,000. A judgment was entered in the rolls of the Clerk of Court for Greenville County. In connection with the proceedings, the court issued an Order on March 15, 2007 enjoining Joe Hiller and HHH Ltd. from "selling, transferring, secreting, encumbering, disposing of or otherwise impairing the value of any and all real property owned by the Defendants either individually or jointly." The Order restrains the defendants until "such time as this Court makes

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a final decision" on any pending motions including post-trial motions. Further, the Order required the defendants to "make application to this court for an order" allowing the defendants to dispose of, transfer or encumber any property. The Order is Exhibit G to the Complaint.

After all appeals, a motion for the appointment of a receiver for all of the property of HHH Ltd. came before the court. Judge Simmons appointed a receiver on the basis that it is not clear who was operating HHH Ltd. and Holly Woods's belief that property was being transferred in derogation of its rights as judgment creditor. A receiver was appointed to take control of all property and assets of HHH Ltd. with the power to sell, convey, transfer all property necessary to apply proceeds toward satisfaction of judgment. See Order Appointing Receiver dated January 14, 2013.

DISCUSSION

S.C. Code Ann. § 27-23-10 provides that transfers made to or for any intent or purpose to delay, hinder or defraud *creditors and others* of their just and lawful actions are void. Our appellate courts have held that an action to set aside fraudulent conveyances is not limited to creditors but may be brought by others. See *Judy v. Judy*, 403 S.C. 203, 208, 742 S.E.2d 672, 675 (Ct. App. 2013) (quoting *Mathis v. Burton*, 319 S.C. 261, 264, 460 S.E.2d 406, 408 (Ct. App. 1995)) ("The Statute of Elizabeth 'does not limit its application to judgment creditors. Its protection also extends to other types of parties defrauded in connection with the conveyance of property.'"); see also *Lebovitz v. Mudd*, 293 S.C. 49, 358 S.E.2d 698 (1987) (finding complaint states a cause of action for fraudulent conveyances when plaintiffs alleged defendants made property transfers to avoid *potential* judgment from existing tort claim); *Dennis v. McKnight*, 161 S.C. 209, 159 S.E. 555 (1931) (finding complaint stated a cause of action for fraudulent conveyances when defendant conveyed all his property to his wife with intent of placing it out of the reach of plaintiff should she recover in wrongful death action filed two weeks *after* conveyance).

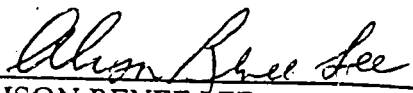
In this case, the receiver who is charged with the responsibility of managing the assets of the judgment debtor HHH Ltd. and disposing of those assets to satisfy the judgment is a person who is entitled to bring an action for fraudulent conveyances under the Statute of Elizabeth, Section 27-23-10. The case cited by Defendants, *Carr v. Guerard*, 365 S.C. 151, 616 S.E.2d 429 (2005) does not apply here. *Carr* does not stand for the proposition that only a judgment creditor can bring an action under the statute. The issue in *Carr* was whether the action was timely

under the statute of limitations when the judgment was more than 10 years old. *Id.* at 152, 616 S.E.2d at 430. There was no claim that the plaintiff in *Carr* was not the proper person to file the action as Defendant claims in this case. Therefore, the decision in *Carr v. Guerard* does not apply here.

ORDER

Based upon the foregoing, it is **ORDERED**, that the Defendants' Motion to Dismiss is **DENIED**.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

Columbia, South Carolina
April 23, 2014

FORM 4

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

JUDGMENT IN A CIVIL CASE
FILED - CLERK OF COURT
GREENVILLE CO. S.C. CASE NUMBER 2013CP2305575

Hhh Ltd Of Greenville

Randy A Skinner PAUL E. WICKHAM

Robert E Hiller

2014 APR 30 AM 11 10

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsu)
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

ORDER INFORMATION

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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.

Al Shu Lee
Circuit Court Judge

2118

Judge Code

4/23/2014
Date

For Clerk of Court Office Use Only

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

Randy A. Skinner Skinner Law Firm LLC 300 North Main
Street Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

Randall Scott Hiller Randall S. Hiller, P.A. 850-B Wade
Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk C
Court - Clerk of Court

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

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



State of South Carolina
The Circuit Court of the Fifth Judicial Circuit

ALISON RENEE LEE
JUDGE

1701 MAIN ST., ROOM 324
POST OFFICE BOX 192
COLUMBIA, SOUTH CAROLINA 29202-0192
TELEPHONE: (803) 576-1765
FAX: (803) 576-1768

April 23, 2014

Paul B. Wickensimer
Greenville County Clerk of Court
305 E. North Street
Greenville County Courthouse
Greenville, South Carolina 29601

Re: Case No. 2013-CP-23-05575

Dear Mr. Wickensimer:

Please clock and file the enclosed Order and provide copies to counsel.

Sincerely,

A handwritten signature in cursive script, appearing to read "K. Mansfield".

Kathryn Mansfield
Law Clerk to the Honorable Alison Renee Lee

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

Case No. 2013-CP-23-5575

HHH Ltd. of Greenville,

Respondent,

v.

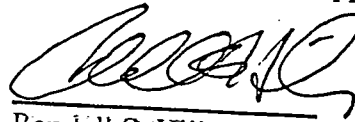
Randall S. Hiller, Robert E.
Hiller and Randall S. Hiller,
P.A.,

Appellant.

AMENDED NOTICE OF APPEAL

Randall S. Hiller, Robert E. Hiller and Randall S. Hiller, P.A. appeals the orders of the Honorable Letitia Verdin dated December 19, 2014 and January 8, 2015. Appellants received written notice of entry of the orders on January 12, 2015, and the corrective Order amending the January 8, 2015 Order dated February 25, 2015 and received by the Appellant on February 27, 2015.

March 13, 2015



Randall S. Hiller
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellants

Other Counsel of Record:
Randy A. Skinner
300 N. Main St., Ste. 201
Greenville, SC 29601

M. Stokely Holder
704 E. McBee Ave.
Greenville, SC 29601

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEFILED-CLERK OF COURT
GREENVILLE CO. S.C.JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP2305575

HHH Ltd Of Greenville

Randy A Skinner

Randall S Hiller

Robert E Hiller

Randall S Hiller PA

2014 DEC 19 PM 4 33

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. Plaintiff's Motion for Reference is GRANTED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: _____RECEIVED
JAN 26 2015
SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Date _____

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FILED-CLERK OF COURT

HHH LTD. OF GREENVILLE, BY AND THROUGH RANDY L. CO. RANDALL S. HILLER, ROBERT E. HILLER, AND RANDAL S. SKINNER, ITS RECEIVER

PAUL D. WICKEN

HILLER, P.A.

PLAINTIFF(S)

2015 JAN 8 PM 4 23

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. The Court granted the Motion. On January 6, 2015, Plaintiff submitted a Motion to Reconsider the Court's Order of Reference. Plaintiff's Motion is hereby DENIED.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk :

RECEIVED

JAN 26 2015

SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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For Clerk of Court Office Use Only

RECEIVED

JAN 26 2015

SC Court of Appeals

This judgment was entered on the 8 day of Jan, 20 15 and a copy mailed first class or placed in the appropriate attorney's box on this 8 day of Jan, 20 15 to attorneys of record or to parties (when appearing pro se) as follows:

Randy Skinner
John T Crawford Jr
Stokely M Holder
ATTORNEY(S) FOR THE PLAINTIFF(S)

Randall Hiller
ATTORNEY(S) FOR THE DEFENDANT(S)
CLERK OF COURT

Court Reporter:

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

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

HHH LTD. OF GREENVILLE, BY AND THROUGH RANDY SKINNER, ITS RECEIVER

RANDALL S. HILLER, ROBERT E. HILLER, AND RANDAL S. HILLER, P.A.

FILED IN COURT
JAN 21 2015
CLERK OF COURT
HILLER, P.A.
TICKENSTIMER

PLAINTIFF(S)

2015 FEB 25

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered:
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCF; ☐ Rule 41(a), SCRCF (Vol. Nonsuit); ☐ Rule 43(k), SCRCF (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCF; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

This matter came before the Court on December 18, 2014 for a hearing on Plaintiff's Motion for Reference to the Master in Equity. The Court granted the Motion. On January 6, 2015, Defendant submitted a Motion to Reconsider the Court's Order of Reference. Defendant's Motion is hereby DENIED.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : This Order amends the Form 4 Order in this case which was clocked on January 8, 2015.

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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.

For Clerk of Court Office Use Only

This judgment was entered on the 25 day of Feb, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 25 day of Feb, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Bandy Skinner
John J. Crawford Jr
Stokely M. Holder
ATTORNEY(S) FOR THE PLAINTIFF(S)

Randall Hiller
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

Holly Woods Association of Residence
Owners,

C.A. No. 2005-CP-23-2852

Petitioners,

vs.

ORDER APPOINTING RECEIVER

Joe W. Hiller, Robert E. Hiller, David
Hiller, HHH, Ltd. of Greenville, and
Holly Woods Association of Residence
Owners, Inc., et al.

Respondents.

2013 JAN 16 PM 3:07
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL E. WICKENS

This matter came before the Court on the Plaintiff's Motion For the Appointment of a Receiver of all of the property ("Property") of Defendant HHH, Ltd. of Greenville ("HHH"). This Court has the authority to appoint a Receiver of the Property pursuant to Section 15-65-10 of Code of Laws of South Carolina (1976) et seq. Plaintiff obtained a judgment lien against HHH on May 14, 2007 when Judgment was entered against HHH in the amount of \$971,000.00. This Judgment has continued to accrue interest at the statutory legal rate of interest, together with the \$1,802.73 awarded to Plaintiff by Order of the South Carolina Court of Appeals on June 29, 2012 (the "Judgment").

Based on the evidence provided to this Court, no one was able to establish who currently owns or operates HHH, or who has in the past owned and operated HHH. However, as shown from the evidence produced to this Court, several transactions have been made by HHH since the Plaintiff's Judgment was rendered. Plaintiff contends these transactions appear to have been consummated in an effort to frustrate the efforts of Plaintiff in satisfying its Judgment lien. The Plaintiff is entitled to have its Judgment carried into effect by the disposition of the Property of

HHH, in addition to the ability of Plaintiff to safeguard, preserve and protect the subject Property until Plaintiff's Judgment is satisfied in full.

IT IS THEREFORE ORDERED:

1. Receivership. The Property of HHH Ltd. of Greenville is placed in Receivership.
2. Receiver. Skinner Law Firm, LLC (Attn: Randy A. Skinner, 300 North Main Street, Suite 201, Greenville, South Carolina 29601 ("Receiver Office") is hereby appointed Receiver over the Property. All communication to the Receiver shall be directed to the Receiver at the above address. The Receiver shall server without the necessity of a bond.
3. Restrained. Defendants, their agents and employees, are restrained from disposing of, transferring, conveying, or otherwise encumbering the Property, including the real property owned by the Defendants, and books, files, records and accounts relating to the Property, and they and all other parties having Property in their possession or under their control are hereby directed to deliver the same to the said Receiver. Defendants, their agents or employees, are further restrained from entering upon the Property without the prior written consent of the Receiver.
4. Cooperation. Defendants, their agents and employees, are ordered to cooperate with the Receiver and appear at Receiver Office, at such times as may be required to sign such legal documents as may be necessary and to furnish such records as the Receiver may require. Failure of Defendants to cooperate with the Receiver or otherwise comply with terms of this order shall make Defendants liable for contempt of court upon application by the Receiver or his attorneys. The parties are hereby ordered to cooperate with the Receiver at all times during the pendency of this Receivership.

5. Income. Defendants, their respective owners, officers, agents, attorneys and/or employees, and any other person receiving notice of the terms of this Order ("Obligated Parties") are hereby ordered and directed to immediately collect and pay to the below named Receiver all of the income and profits (both current and prepaid) from the Property in any such person's possession as of the date of this Order, regardless of when collected, pending adjudication of the parties' rights thereto and subject to such other orders of this Court as may be subsequently entered. In addition, Obligated Parties shall execute any and all documents necessary to substitute the Receiver for the current signatories on all of the bank accounts relating to the Property of HHH.

6. Inventory and Reports. The Receiver shall prepare and deliver to Plaintiff's counsel within ninety (90) days from the date of this Order a full and detailed inventory, under oath, of all the Property which comes into its possession; and, in accordance with Section 19 herein below, the Receiver shall prepare and deliver to Plaintiff's counsel beginning on or about January 1, 2013 and each quarter thereafter a full and complete report reporting activities and changes in the Receivership estate. The Receiver shall deliver the original of each of its reports to Plaintiff's counsel, who, upon receipt, shall immediately make the same available to all parties/attorneys who have made an appearance in this matter.

7. Possession of Property. The Receiver shall take and have exclusive control, possession and custody of all the Property, monies, contracts, insurance policies, assets, files, papers, keys, accounts receivable, records, documents, licenses, permits, monies, securities, choses in action, books of account, bank accounts and all other property, real, personal, or mixed, which relate to the Property, and shall retain custody of the same until further order of this Court. Upon receipt or first knowledge of same, all Defendants, including their agents,

representatives, employees, heirs and assigns, shall immediately deliver to Receiver any and all bills, accounts payable, tax notices, and any other such notices of liability of Defendants or anyone else that could in any way affect the title to, and/or value of, the Property. All Defendants and other persons or corporations now or hereafter in possession of the Property, or any part thereof, or any other of the items entrusted to the Receiver as set forth herein, shall forthwith surrender such possession to the Receiver.

8. Operating Account. The Receiver shall establish and/or maintain, at a banking or savings and loan institution located in South Carolina whose deposits are insured by the FDIC or the FSLIC, a separate operating account ("the Operating Account") into which the Receiver shall deposit all receipts from the Property and from which the Receiver shall disburse regularly and punctually (to the extent available), all amounts due and payable as are reasonable, necessary and proper operating expenses of the Property, subject to the terms of this Order.

9. Costs. The Receiver is hereby authorized, empowered and directed to pay from the Operating Account all reasonable expenses necessary for the preservation of the Property, including, but not limited to, the costs of all labor, insurance, equipment, supplies, inventory, water, sewer, trash and garbage disposal, property taxes, electricity, security and telephone expenses which are necessary to the operation and preservation of the Property, together with any expenditure authorized by Plaintiff.

10. Operation. The Receiver is hereby authorized, empowered and directed to contract with such individuals and entities as may be necessary to preserve, protect, supervise, operate and manage the Property. The Receiver shall use its best efforts to operate the Property, and to maintain the building, appurtenances and grounds of the Property in accordance with customary standards for a business of its type, including, without limitation, interior and exterior

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cleaning, painting and decoration, plumbing, carpentry, maintenance of air conditioners and elevators, and such other normal maintenance and repair work as may be appropriate, subject to the requirements and limits set forth herein.

11. Collection of Rents. The Receiver is hereby authorized, empowered and directed to enforce and collect all debts, accounts receivable, rents or other obligations due and owing to or from the operation of the Property.

12. Insurance. The Receiver is hereby authorized, empowered and directed to maintain all policies of insurance or similar contracts affecting the Property in full force and effect, and if none exists, to insure the Property for its current fair market value against personal injury, property damage and liability claims. The Receiver shall maintain or purchase appropriate property insurance for the Property, public liability insurance, workmen's compensation insurance, fire and extended coverage insurance, and burglary and theft insurance. The Plaintiff shall be listed as an insured and a loss payee on all such insurance policies. The Receiver shall promptly investigate and provide Plaintiff a full, prompt written report as to all serious and material accidents, claims for damage relating to the ownership, operation and maintenance of the Property, and any damage or destruction to the Property and the estimated cost of repair thereof, and shall prepare any and all reports required by any insurance company in connection therewith. All existing insurance coverage purchased by HHH or by any other person, which is now in force for the protection of the Property, is hereby assigned to the Receiver.

13. Actions Specifically Related to the Receiver's Service in this Matter. Without prior leave of this Court, all persons, funds, corporations, associations and all other parties are hereby enjoined and restrained from commencing, maintaining, or otherwise prosecuting any

action against the Receiver, at law or in equity, which is specifically related to the Receiver's service in this matter.

14. Default. Entry of this Order shall not constitute a breach or default of any contract relating to the Property unless the Receiver expressly cancels such contract.

15. Employment of Professionals. The Receiver may employ attorneys, accountants, or other professionals if reasonably required to discharge its duties herein and shall, if necessary, apply to this Court for instructions and advice if in doubt concerning its rights and responsibilities as Receiver.

16. Leasing. The Receiver shall have the authority to lease, rent or otherwise seek compensation for the Property in the ordinary course of business, at such rates and on such terms as are customary in the business, provided that Plaintiff approves each such rental or lease agreement.

17. Listing/Conveyance of Property. The Receiver has the power to direct the sell, conveyance and transfer of any and all of the Property as he may deem necessary and to apply the net proceeds from the sale toward the satisfaction of the Judgment until the Judgment, together with all interest, costs and fees are satisfied; the closing of each such sale and final application of proceeds shall be conditioned upon the Court's prior approval. Subject thereto, the Receiver is authorized to pursue the marketing and sale of the Property to satisfy the Plaintiff's Judgment using those means the Receiver, in his sole discretion, deems necessary, which include, without limitation, the use of auctioneers, multiple listing service(s), and/or any other third-party services.

18. Other Tasks. The Receiver is hereby authorized, empowered, and directed to perform all other tasks reasonably necessary for the proper administration, conservation, maintenance, security and protection of the Property.

19. Fees. Upon the termination of the Receivership, the Receiver shall be paid a contingency fee equal to ten percent (10%) of the total monies received through the Receiver's liquidation of the Property plus any costs and expenses referenced herein that are paid by the Receiver during the Receivership. The Receiver shall present to Plaintiff quarterly financial reports beginning on or about January 1, 2013, which shall include all accounts receivable and all accounts payable to date, including any fees and expenses paid by the Receivership (which the Receiver shall pay in the ordinary course), and the fees to be paid to the Receiver. In the event Plaintiff or Defendants object to the payment of any invoice contained in any Receiver Report, ~~they may seek an order from the Court as to such payment or non-payment, provided,~~ however, that any such objecting party must first attempt in good faith to resolve the issue with the Receiver in writing and, if to no avail, then pay to the Court, in certified funds, the full amount of the invoice in dispute at the time such party makes objection to the Court. Should the Court deny the objecting party's motion, the objecting party shall forfeit the amounts paid to the Court and such amounts shall be paid over to the Receiver for purposes of payment towards the account(s) payable in question. The Court may further sanction any party if it is determined by the Court that ~~the actions of the party are designed to delay or frustrate the efforts of the Receiver.~~

20. Legal Actions. The Receiver is hereby authorized, empowered and directed to apply to this Court for instructions and authorization should it seem to be necessary or desirable to sue or defend any legal action or otherwise compromise or settle same.

21. Use and Maintenance of Property. The Receiver shall not permit the use of the Property for any purpose which will or might void any required policy of insurance, which might render any loss thereunder uncollectible, or which would be in violation of any law or government restriction.

22. Records. The Receiver shall maintain a comprehensive system of office records, books, and accounts concerning the operation of the Property. At all reasonable times, Plaintiff, Defendants, and their respective agents and other representatives shall have reasonable access to such records, accounts and books and to all vouchers, files, and all other material pertaining to the operation of the Property, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Property.

23. Legal Requirements. The Receiver shall ensure that all aspects of the Property, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Property issued by any federal, state, county or municipal authority having jurisdiction thereover.

24. Employment of Agents. The Receiver is hereby authorized to employ agents, servants and employees and to contract as necessary for the purpose of marketing, renting, operating, managing, preserving, protecting, and taking possession of the Property, and carrying out the terms of this Order. The Receiver shall collect the rents, revenues, and profits from the Property, including those now due and unpaid, and hereafter to become due.

25. Licenses. All existing licenses relating to the operation of the Property issued in the name of HHH or its agents are hereby assigned to the Receiver.

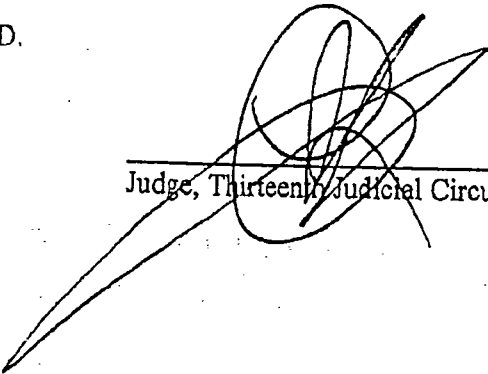
26. Termination of Receivership. Upon the earlier of either the Property being sold in its entirety by the Receiver, the complete satisfaction of the Plaintiff's Judgment, or upon

consent of the Plaintiff, the Receiver, the Plaintiff or any other party to the action may apply to the Court for entry of an order terminating and discharging the Receivership.

27. Retention of Jurisdiction. The Court retains jurisdiction of this matter to enter such further orders as may be just and proper.

28. Sheriff's Assistance. The Receiver is authorized and empowered to obtain the assistance of the Sheriff's Department of the counties of this State in performing those duties and responsibilities enumerated herein.

AND IT IS SO ORDERED.



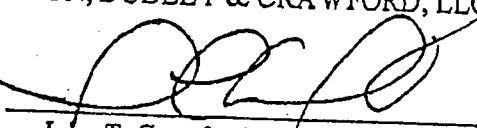
Judge, Thirteenth Judicial Circuit

Greenville, South Carolina

1/14, 2012.

WE CONSENT:

KENISON, DUDLEY & CRAWFORD, LLC

By: 

John T. Crawford, Jr.
M. Stokely Holder
Attorneys for Plaintiff

SKINNER LAW FIRM, LLC

By: _____

Randy A. Skinner
Receiver

25. Licenses. All existing licenses relating to the operation of the Property issued in the name of HHH or its agents are hereby assigned to the Receiver.

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AND IT IS SO ORDERED.

Judge, Thirteenth Judicial Circuit

Greenville, South Carolina
_____, 2012.

WE CONSENT:

KENISON, DUDLEY & CRAWFORD, LLC

By: _____
John T. Crawford, Jr.
M. Stokey Holder
Attorneys for Plaintiff

SKINNER LAW FIRM, LLC

By: _____
Randy A. Skinner
Receiver



JUDGMENT IN A CIVIL CASE
CASE NO: 2005CP2302852

JUDGMENT IN A CIVIL CASE
CASE NO: 2005CP2302852

Holly Woods Association Of Residence Owners vs. Joe W Hiller

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 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Binding arbitration, subject to right to restore to or 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;

NOTICE

NOTICE
This is a notice to you that an **Order Apointing Receiver** in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to lbobo@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.
Dated at Greenville, South Carolina, this 1st day of February, 2025.

Dated at Greenville, South Carolina, this 16th day of January, 2013.

Court Reporter:

PRESIDING JUDGE -

~~Mailed hard copy~~
John T. Crawford Jr. 704 E. Mcbee Ave.
Greenville, SC 29601

Kevin Phillip Brady 900 E. North St., Ste. 210
Greenville, SC 29601
Joe W Hiller 100 Lake Circle Drive Greenville, SC
29607
Randall Scott Hiller Randall S. Hiller, P.A. 850
Wade Hampton Blvd. Greenville, SC 29609

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. : 2005CP2302852

Holly Woods Association Of Residence Owners vs. Joe W Hiller

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):**

SCRCP (Vol. Nonsuit);

☐ Rule 43(k), SCRCP (Settled);

☐ Rule 12(b), SCRCP;

☐ Rule 41(a),

☐ 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:

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

*ALL MOTIONS HAVE BEEN DISPOSED OF AND JUDGMENT
MAY BE ENTERED*

CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

MAY 14 P 1:16

Dated at Greenville, South Carolina, this 14th day of May, 2007.

Court Reporter:

Edward W. Miller

PRESIDING JUDGE - Edward W. Miller

This judgment was entered on the 14th day of May, 2007, and a copy mailed first class this 14th day of May, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

John T. Crawford Jr. 704 East Mcbee Avenue Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

Kevin Phillip Brady Guest & Brady, Llc P.O. Box 2760
Greenville, 29602

Joe W Hiller 100 Lake Circle Drive Greenville, SC 29607

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRCP APP-24/FORM 4 (Rev. 6/02)

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Paul B. Wickensimer - Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

CASE NO. : 2005CP2302852

JUDGMENT IN A CIVIL CASE

Holly Woods Association Of Residence Owners vs. Joe W Hiller

CHECK ONE:

☐ **JURY VERDICT.**

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☐ **DECISION BY THE COURT.**

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SCRPC (Vol. Nonsuit);

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☐ Rule 12(b), SCRPC;

☐ Rule 41(a),

☐ Other:

☐ **ACTION STRICKEN (CHECK REASON):**

☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;

☐ Rule 40(j) SCRPC;

☐ Bankruptcy;

☐ Other: .

IT IS ORDERED AND ADJUDGED:

☐ See attached order;

☐ Statement of Judgment by the Court:

SEE ATTACHED ORDER

Dated at Greenville, South Carolina, this _____ day of _____, 2007.

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 24TH day of APRIL, 2007, and a copy mailed first class this 24TH day of APRIL, 2007 to attorneys of record or to parties (when appearing pro se) as follows:

John T. Crawford Jr. 704 East Mcbee Avenue Greenville, SC 29601

Kevin Phillip Brady Guest & Brady, Llc P.O. Box 2760 Greenville, 29602

Joe W Hiller 100 Lake Circle Drive Greenville, SC 29607

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

SCRPC APP-24/FORM 4 (Rev. 6/02)

Paul B. Wickensimer - Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Holly Woods Association of Residence
Owners,

Plaintiff,

v.

Joe W. Hiller Robert E. Hiller,
David Hiller, and HHH Ltd.
of Greenville, Holly Woods Association
of Residence Owners, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2005-CP-23-2852

ORDER

FILED
CLERK OF COURT
GREENVILLE CO. S.C.
2007 APR 24 P 3:58

This action was commenced on May 2, 2005, by the filing of a Complaint by the Plaintiff against the Defendants, Joe W. Hiller, Robert E. Hiller, David Hiller, and HHH Ltd. of Greenville. In the Complaint, the Plaintiff alleged nine (9) causes of action against the Defendants that included *inter alia* actions for Quiet Title to the subject property and Specific Performance.

This matter was tried by a jury beginning on February 5, 2007. At the conclusion of testimony on February 7, 2007, the Court heard arguments regarding *inter alia* the Plaintiff's Quiet Title and Specific Performance Causes of Action. Based on those arguments, the controlling law, and the evidence presented at trial, the Plaintiff is entitled to relief as to its Quiet Title and Specific Performance Causes of Action.

FINDINGS OF FACT

1. This matter involved a dispute over Holly Woods Horizontal Property Regime, a thirty-eight (38) unit condominium complex located in Greenville County, South Carolina ("Holly Woods"). Holly Woods was established by Defendant Joe W. Hiller ("Hiller") as a result of the filing of a₁₄₂

Master Deed dated August 13, 1979, and recorded at the RMC Office for Greenville County on August 14, 1979, and its Amendments thereto. Hiller later assigned his developmental rights for Holly Woods Condominiums to HHH Ltd of Greenville ("HHH") (hereinafter, Hiller and HHH collectively, "Defendants").

2. Hiller, as Declarant, filed the DECLARATION OF HOLLY WOODS HORIZONTAL PROPERTY REGIME (the "Master Deed") at the Greenville County Register of Deeds Office, in Volume 1169 at Page 246. The purpose of the Master Deed was to establish Holly Woods pursuant to the Horizontal Property Act (the "Act"). Paragraph I of the Master Deed provides that Hiller had constructed Phase A of Holly Woods which consisted of 12 units. Paragraph I further provided that Hiller reserved the right for a period of seven (7) years from the date of the Master Deed to annex in Phase B containing 1.77 acres on which sixteen (16) units may be constructed and Phase C containing 7.62 acres on which seventy-two (72) units may be constructed.
3. On February 9, 1981, Hiller filed the FIRST AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("First Amendment") in Book 1142 at Page 480. In the First Amendment, Hiller elected to annex in Phase B and Phase C into Holly Woods.
4. On September 3, 1981, Hiller filed the SECOND AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Second Amendment") in Book 1154 at Page 543. In the Second Amendment, Hiller amended the Master Deed to provide that units 7-A, 7-B, 7-C, 7-D, 8-A, 8-B and 8-C had been built as shown on the Exhibits attached to the Amendment.
5. On June 20, 1986, Hiller filed the THIRD AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Third Amendment") in

Book 1269 at Page 138. In the Third Amendment, Hiller *inter alia* amended the Master Deed to reserve the right to construct units in Phases B and C until January 1, 1993.

6. On February 18, 1987, Hiller filed the FOURTH AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Fourth Amendment") in Book 1288 at Page 577. In the Fourth Amendment, Hiller amended the Master Deed to include a current and recent survey and plat which was not included in the Third Amendment.

7. On August 29, 1991, Hiller deeded the subject property to HHH along with all of the rights and privileges that he held as declarant in the Master Deed of Holly Woods.

8. Thereafter, HHH and/or Hiller filed the following amendments to the Master Deed:

- a. FIFTH AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Fifth Amendment"). Filed on October 31, 1996, in Book 1656 at Page 875;
- b. SIXTH AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Sixth Amendment"). Filed on December 31, 1996, in Book 1662 at Page 261;
- c. SEVENTH AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Seventh Amendment"). Filed on March 14, 1997, in Book 1677 at Page 320;
- d. EIGHTH AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Eighth Amendment"). Filed on January 12, 1998, in Book 1737 at Page 730;
- e. NINTH AMENDMENT TO DECLARATION (MASTER DEED) OF HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Ninth Amendment"). Filed on August 22, 2000, in Book 1922 at Page 866.

The foregoing Amendments 5-9 provided for the location of the units "as built" in contravention of the Third Amendment. None of the Amendments 5-9 amended the time in which Defendants had to construct units at Holly Woods.

9. On November 22, 2000, the Plaintiff filed an AMENDED AND RESTATED MASTER DEED ESTABLISHING HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Restated Master Deed") in Book 1933 at Page 467. The Restated Master Deed vested control of Holly Woods with the Plaintiff and stated that no additional units would be constructed pursuant to the Master Deed and the Third Amendment.
10. On May 9, 2002, HHH filed a REVOCATION OF AMENDED AND RESTATED MASTER DEED ESTABLISHING HOLLY WOODS HORIZONTAL PROPERTY REGIME ("Revocation") in Book 1994 at Page 528.
11. On May 9, 2002, Hiller filed an assignment in an attempt to assign to HHH any remaining rights and privileges not conveyed in the August 29, 1991 Deed.
12. As reflected in the record, the original Master Deed of Holly Woods Horizontal Property Regime, which was filed on August 13, 1979, provided for an association to be known as Holly Woods Association of Resident Owners, Inc. The record further reflects that in 1987, while Holly Wood Association of Resident Owners, Inc. was under the control of the Declarant, Holly Wood Association of Resident Owners, Inc. was dissolved by the South Carolina Secretary of State for Declarant's failure to file tax returns. Although the records of the association did contain two notices from the S.C. Department of Revenue dated May 9, 1995 and April 18, 2000 notifying the association that Holly Wood Association of Resident Owners, Inc had been administratively dissolved, the management company for Holly Woods proceeded in accordance with its ongoing practice because the notice of the forfeiture was sent to the Declarant, Defendant Hiller, and not the management company. Because the original entity was administratively dissolved for failure to file tax returns, the individual unit owners acted together and created another not-for-profit entity known

as Holly Wood Association of Owners in 2000.¹ It was also at this time that all of the unit owners caused an amended and restated Master Deed to be executed and recorded in the Greenville County Register of Deeds Office.

LEGAL ANALYSIS

A. Quiet Title

In South Carolina, actions to quiet title are governed by statutory provisions. S.C. Code Ann. §§ 15-67-10 to 15-67-100 (Law. Co-op. 1976 & Supp. 1991). The purpose of the statutory scheme is to provide an easy and expeditious way of clearing up questions of title. *Tolbert v. Greenwood Cotton Mill*, 213 S. C. 43, 48 S. E. 2d 599 (1948). The statutes also simplify the cause of action. To bring such an action, a party must allege in his complaint that he either possesses real property or has, or claims to have, title to real property. See S.C. Code Ann. § 15-67-10 (Law. Co-op. 1976); see also *Tolbert*, 213 S. C. 43, 48 S. E. 2d 599.

An action to quiet title is one in equity. *Bryan v. Freeman*, 253 S. C. 50, 168 S. E. 2d 793 (1969). It was recognized as a separate action in equity both before and after the adoption of the South Carolina Constitution in 1868. *Van Every v. Chinquapin Hollow, Inc.*, 265 S. C. 474, 219 S. E. 2d 909 (1975).

During the trial, the Defendants raised the issue of whether the Plaintiff had standing to maintain this action as the association as opposed to the dissolved association in the Master Deed. South Carolina law is clear that a successor homeowners association has standing to bring an action on behalf of its members. In *Battery Home Owners Association v. Lincoln Financial Resources, Inc.*, 309 SC 247, 422 S.E.2d 93 (1992), the Supreme Court of South Carolina was

¹ It should be noted that the name of the Plaintiff that appears in most of the Pleadings includes the abbreviation "Inc." in the caption. This was inserted by error and was removed before trial by Order of this Court upon timely Motion by the Plaintiff's counsel.

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faced with a situation similar to the one here. In that case, the homeowners of that entity created an unincorporated homeowners association following the dissolution of the homeowners association created in the master deed. *Id.* As noted by the *Battery Home Owners Association* court, the term "successor" "may be used in the sense of one entitled to succeed as well as in the sense of one who has in fact succeeded." *Id.* at 250, 422 S.E.2d at 95. Therefore, this Court finds that the Plaintiff was such a "successor".

In dealing with matters involving condominium ownership and the liabilities which arise from that form of ownership, courts primarily rely on two sources to reach a resolution. See, i.e., *Battery Homeowners Association v. Lincoln Financial Resources, Inc.*, 309 SC 247, 422 S.E.2d 93 (1992). The first is the Declaration of Master Deed, which is required to be filed by the Act, and the second is the Act itself. In the case at hand, there was a valid declaration on record, the Master Deed, which contained restrictions and imposed other duties, which this Court used to determine issues before it.

In *Roundtree Villas Association, Inc. v. 4701 Kings Corp.*, 282 S.C. 415, 321 S.E.2d 46 (1984), the court held that the part of the individual buildings which were common elements and which must be maintained by the regime could be the subject of a cause of action by the association suing for damages to those elements. However, the regime had no standing to sue for damages to property that was not encompassed within the definition of "common elements". *Id.*; see also *Murphy v. Yacht Cove Homeowners Association*, 289 SC 367, 345 S.E.2d 709 (1986) (an association could be sued by the homeowners for neglecting its duty to pursue recovery for defects in the common elements which it was required to maintain); *Dockside Association, Inc. v. Detyens, Simmons and Carlisle*, 287 S.C. 287, 288, 337 S.E.2d 887, 888 (1985) ("a property regime has standing to bring an action for construction defects in common elements that the

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regime has a duty to maintain"); *Queens Grant Villas Horizontal Property Regimes I-V v. Daniel International Corp.*, 286 S.C. 555, 335 S.E.2d 365 (1985); *Roundtree Villas Association v. 4701 Kings Corp.*, 282 S.C. 415, 321 S.E.2d 46 (1984). Plaintiffs, in this action, only sought relief for damage to Common Areas.

In this case, turning to the Declaration, in Article III(I), "Common Area" is defined as:

"all those portions of the property described on Exhibit 'B' (a) not designated for residences or (b) not otherwise designated herein a part of a residence. 'Common Area and facilities' or 'common area' also means all of the property not to be used for residences and includes but is not limited to all recreational and community facilities which may be included within the property, stairs, steps and landings outside of residence boundaries, the water meters, streets, landscaping, pavements, pipes, wires, conduits and other public utility lines, paved areas, contracts, easements, rights of way and contract rights as may be obtained by the Association for services or access, and machinery, equipment and other tangible or intangible personal property which is owned by the Association and which is necessary or convenient to the existence, maintenance and safety of the condominium. 'Common areas' also mean General Common Elements."

The Master Deed further defines "General Common Elements" in Article III(Q) as "(1) The land on which the building stands. (2) The foundations, main walls, roofs, halls, lobbies, stairways, and entrance and exit or communication ways. (3) The basements, flat roofs, yards and gardens, except as otherwise provided or stipulated. ... (7) All other elements of the property rationally of common use or necessary to its existence, upkeep and safety."² Further, in the Master Deed, specifically Article VII(A)(4), the following language appears: "The maintenance, operation and grounds-keeping service of the common areas, limited common areas and facilities shall be the responsibility and the expense of the Association."

Based upon the evidence presented during trial and the authority cited herein, it is clear to

² Likewise, the Horizontal Property Act defines "General Common Elements" as "The land whether leased or in fee simple and whether or not submerged on which the apartment or building stands..." S.C. Code Ann. § 27-31-20(f). 148

this Court that the Plaintiff is the successor of the first homeowners association and has the right to perform any act which would have been required to be performed by the first homeowners association, specifically the right to maintain this action on behalf of all unit owners in Holly Woods.

The next issue is whether the Defendants have lost their rights to construct additional units within the property and how or whether this affects ownership of the land within the area reserved for future development. In *Reyhani v. Stone Creek Cove Condominium II Horizontal Property Regime*, 329 SC 206, 494 S.E.2d 465 (1997), the court was faced with a factual situation in which the passage of a cutoff time for future development in a specific condominium affected the right to convey property subsequent to that date. The *Reyhani* court held that the property in question, not having been developed by a date certain as provided for in various documents relating to the condominium caused the property to become a part of the common elements and thereafter not transferable in such a manner as to defeat the rights of the unit owners who owned the common elements. *Id.*; see also, *Heritage Federal Savings & Loan v. Eagle Lake and Golf Condominiums*, 318 S.C. 535, 458 S.E.2d 561 (1995).

In the Master Deed here, Hiller reserved the right to amend the Master Deed to provide for the construction of future phases. One of the provisions in the Third Amendment to the Master Deed specifically provides that the reserved rights to construct future units in Phases B & C would end on January 1, 1993. It should be noted that the third amendment, which proposed the cutoff date, was executed by all then unit owners as well as the Defendant Hiller. It is clear, therefore, that future development on any of the property comprised in Phases B & C, as shown in the exhibits, has expired.

At trial, the Defendants argued that the Plaintiff had waived its right to impose the

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building restriction by allowing construction on the subject property from the year 1993 to the year 2000. This argument must fail. Estoppel and waiver are protective only, and are to be invoked as shields, and not as offensive weapons. *Janasik v. Fairway Oaks Villas Horizontal Property Regime*, 307 S.C. 339, 345, 415 S.E.2d 384, 388 (1992). Their operation in all cases should be limited to saving harmless or making whole the party in whose favor they arise and should not, in any case, be made the instruments of gain or profit. *Id.*; see also *Herring v. Volume Merchandise, Inc.*, 252 N.C. 450, 113 S.E.2d 814 (1960); 28 Am.Jur.2d *Estoppel and Waiver* § 33 (1966). See also *Ott v. Ott*, 182 S.C. 135, 188 S.E. 789 (1936). The Plaintiff's failure to preserve its rights from 1993 thru 2000 does not preclude the Plaintiff from enforcing its rights against future development.

The Master Deed further provides that the common elements are owned by all unit owners as tenants in common based upon a percentage assigned by the Master Deed. At trial, the parties stipulated that the property not developed was part of the general common elements of the condominium regime. Accordingly, the Plaintiff has satisfied the requisite elements for Quiet Title. The common elements are owned by all unit owners as tenants in common based upon a percentage assigned by the Master Deed, and all future development rights have expired.

B. Specific Performance

The final issue is whether Plaintiff is entitled to Defendants' specific performance of duties required by the Master Deed, including turning over all documents of Holly Woods and control of Holly Woods not heretofore relinquished to Plaintiff and executing all necessary documents to effectuate the requirements of the Master Deed. The Supreme Court of South Carolina ruled, that in order to compel specific performance, a court of equity must find that: (1) there is clear evidence of a valid agreement; (2) the agreement had been partly carried into

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execution on one side with the approbation of the other; and (3) the party who comes to compel performance has performed his or her part, or has been and remains able and willing to perform his or her part of the contract. *Ingram v. Kasey's Associates*, 340 S.C. 98, 531 S.E.2d 287 (2000).

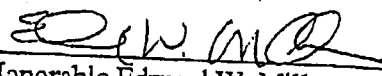
Plaintiff satisfied each of those elements. First, there was clear evidence of a valid agreement with the Master Deed and its Amendments. Second, the Master Deed and its amendments had been partly carried into execution with the approbation of the other. Third, Plaintiff had performed its part, and remains able and willing to perform its part of the Master Deed and its Amendments. Therefore, this Court compels Defendants to turn over and relinquish all documents and control of all documents discovered after trial to be in their possession and control to Plaintiff, as required in the Master Deed and its Amendments, and to execute any and all documents to effectuate the requirements of the Master Deed and its Amendments.

CONCLUSION

Based on the foregoing, as well as the testimony and evidence presented at trial, the subject property is Common Area as defined in the Master Deed and the Act, and is owned by all individual unit owners as tenants in common based upon the percentage assigned to each unit in the Master Deed. This result should be brought to the attention of the Greenville County Tax Assessor so that the records in the Assessor's Office can be changed to reflect the results of this Order. Further, all developmental rights to the subject property have expired. Finally, Defendants are compelled to turn over and relinquish all documents and control of all documents in their possession and control to Plaintiff, as required by the Master Deed and its Amendments.

IT IS SO ORDERED.

April 20, 2007
Greenville, SC


Honorable Edward W. Miller
Presiding Judge

A Certified Copy
Paul B. Wislenski
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 4-23-07

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
Holly Woods Assoc. of Residence
Owners

Plaintiff,

vs

Joe Hiller, HHH Ltd. of Greenville,
and Holly Woods Assoc. of
Residents Owners, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2005-CP-23-2852

VERDICT

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSCHER

MAT

2007 FEB -8 A 11:35

As to the claim of NEGLIGENCE, we, the Jury, find for:

✓ Plaintiff Nine hundred seventy one thousand dollars (\$ 971,000) actual damages
or
_____ (\$ _____) punitive damages
_____ Defendants

As to the claim of BREACH OF CONTRACT, we, the Jury, find for:

✓ Plaintiff One dollar (\$ 1.00) actual damages
or
_____ Defendants

As to the claim of BREACH OF FIDUCIARY DUTY, we, the Jury, find for:

✓ Plaintiff One dollar (\$ 1.00) actual damages
or
_____ Defendants

Rx Date/Time FEB-09-2007(FRI) 12:47
02/09/2007 12:21 864-233-4173

864 233 4173
JUDGE MILLER

P.007
PAGE 07

As to the claim of **BREACH OF IMPLIED WARRANTY OF WORKMAN
LIKE SERVICE**, we, the Jury, find for:

☒ Plaintiff One dollar (\$ 1.00) actual damages

or

☐ Defendants

William Barlin
FOREPERSON

Dated: 2-7-07

PLEASE NOTIFY THE BAILIFF WHEN YOU HAVE COMPLETED THIS FORM.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE CCUNTY
Court of Common Pleas

Letitia Verdin, Circuit Court Judge

Case No. 2013-CP-23-5575

HHH Ltd. of Greenville,

Respondent,

v.

Randall S. Hiller, Robert E.
Hiller and Randall S. Hiller,
P.A.,

Appellant.

CERTIFICATE OF COUNSEL

The undersigned certified that this Record on Appeal complies with Rule 211(b), SCACR.

September 17, 2015



Randall S. Hiller
850 Wade Hampton Blvd.
Greenville, South Carolina 29609
(864) 232-0026
Attorney for Appellant