

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Court Judge

Appellate Case No. 2017-001267

RECEIVED

OCT 04 2017

SC Court of Appeals

William A. Brazell,
Individually and as Personal
Representative of the Estate of
Geneva J. Brazell, deceased,

Appellant,

v.

Judith D. Haley,

Respondent.

RECORD ON APPEAL

Samuel M. Price, Jr.
SC Bar No. 04566
1413 Main Street, P. O. Drawer 836
Newberry, South Carolina 29108
ATTORNEY FOR APPELLANT

Judith D. Haley
2428 Heyward Brockington Road
Columbia, South Carolina 29203
RESPONDENT, Pro Se

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Copy

FORM 4

JUDGMENT IN A CIVIL CASE

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

William A. Brazell

CASE NUMBER: 2016 CP-40-04639

Judith Haley

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.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other Dismissed without prejudice

- ☐ 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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

Plaintiff's motion to Reconsider is Denied.

INFORMATION FOR THE PUBLIC INDEX

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

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

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

Circuit Court Judge

Kethood

Judge Code

2164

Date

5/16/17

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 18 day of May, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court

Janette W. McBride

Copy

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
IN THE FIFTH JUDICIAL CIRCUIT

William A. Brazell,

C/A No.: 2016-CP-40-04639

Plaintiff,

v.

Judith Haley,

Defendants.

**ORDER
DENYING PLAINTIFF'S MOTION TO
RECONSIDER**

RICHLAND COUNTY
FILED
2017 MAY 17 PM 1:00
JEANE L. PRICE
C.C. JUDGE

THIS MATTER came before the Court upon Plaintiff's Motion to Reinstate the Case and Motion to Reverse Dismissal on April 25th, 2017. Present at the hearing was Samuel M. Price Jr. for the Plaintiff, and the pro se Defendant.

Under SCRCP Rule 59(f), a Rule 59(e) motion "may in the discretion of the court be determined on the briefs filed by the parties without oral argument." Hence, the grant or denial of a Motion to Reconsider is within the discretion of the circuit court. Motions to Reconsider are limited in scope and are not to be used to repeat the same arguments previously presented. *Dockins v. Benchmark Commc'n*, 180 F.R.D. 294, 295 (D.S.C. 1998). A Motion to Reconsider cannot be granted where the moving party simply seeks to have the Court rethink its decision. *Id.*

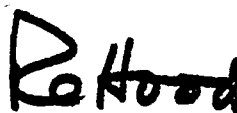
Following the hearing and review of arguments and pleadings submitted by the parties, this Court denied Plaintiff's motion to reinstate the case and dismissed the case with prejudice. The Order was filed on April 25, 2017, and Plaintiff filed a Motion to Reconsider on May 10, 2017. After a review of the pleadings, and the motion and arguments therein, this Court denies Plaintiff's Motion to Reconsider without oral arguments presented.

Copy

The Court takes notice that Plaintiff's counsel missed several hearings and a roster meeting set by the Court, including December 5, 2016, January 4, 2017, and January 9, 2017. Judge Benjamin signed an order dismissing the case for lack of prosecution on January 25, 2017. At the April 25th hearing to reinstate the case, Plaintiff's counsel presented no valid argument to override Judge Benjamin's dismissal. Similarly, he presents no valid or new argument in his Motion for Reconsideration.

Therefore, after reviewing Plaintiff's Motion and the arguments within being duly noted, Plaintiff's Motion to Reconsider this Court's ruling on Plaintiff's Motion to Reinstate the Case is hereby **DENIED**.

IT IS SO ORDERED this 17 day of May, 2017.



The Honorable Robert E. Hood
Presiding Judge

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

William A. Brazell, etc.

Plaintiff,

vs.

Judith D. Haley

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2016-CP-40-04639

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

COPY

Plaintiff's Attorney:

Samuel M. Price, Jr., Bar No. 04566
P. O. Drawer 836, Newberry,
SC 29108
Phone: 803-276-0796 Fax 803-276-9495
E-mail: rshealy517@hotmail.com Other:

Defendant's Attorney:

Pro Se, Bar No. _____

Address: _____

Phone: _____ Fax _____

E-mail: _____ Other: _____

☒ 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: Motion for Reconsideration

Estimated Time Needed: 30 minutes

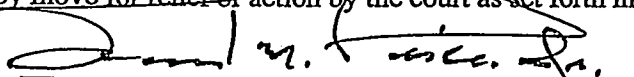
Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

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


Signature of Attorney for ☒ Plaintiff / ☐ Defendant

May 10, 2017

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: \$ _____

Copy

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

MOTION FOR RECONSIDERATION

TO THE DEFENDANT ABOVE NAMED:

PLEASE TAKE NOTICE that the plaintiff, by and through his attorney, will move before the Judge of the Fifth Judicial Circuit for reconsideration of the Order of the Honorable Robert E. Hood dated April 25, 2017, and e-mailed May 2, 2017. (See Attachment 1) In this Order, the Motion to reinstate the case was denied and the case was dismissed with prejudice.

ARGUMENT

In Judge Hood's Order of April 25, 2017, Judge Hood not only denied plaintiff's motion to reinstate the case but he dismissed the case **with prejudice** (emphasis added). Judge Benjamin's Order dated January 25, 2017, ended the case. Judge Benjamin's Order did not dismiss the case with prejudice. Therefore, Judge Hood's Order was more severe because it ended the case with prejudice.

Under the third and final Contract dated April 9, 2014, defendant was to pay \$1,500.00 per quarter or \$500.00 per month. No payments have been made by defendant since on or before February 2015. The Richland county property taxes for 2015 were paid by plaintiff's son. To

No. 1
Scap

Copy

end this case with prejudice would deprive plaintiff of due process for any relief of defendant's breach of contract.

The undersigned attended the roster meeting on December 5, 2016, at 9:00 a.m. At the roster meeting, he informed Judge Benjamin that plaintiff sought a non-jury trial before the Richland County Master-in-Equity as an equitable mortgage foreclosure. The undersigned advised the Court that Defendant desired a jury trial. Plaintiff's attorney informed the judge that before the case could be placed on the trial roster, it was necessary to determine whether the case should be jury or non-jury. On January 4, 2017, attorney for plaintiff called Judge Benjamin's office and spoke with Judge Benjamin's Administrative Assistant, Jerrell Kirk-James. She advised plaintiff's attorney to send an e-mail to Judge Benjamin. (See Attachment 2) A Motion for Continuance was not filed because the undersigned was following instructions he was given. He believed that the policy of Judge Benjamin was to communicate by e-mail.

In the morning of January 30, 2017, plaintiff's attorney received a copy of Judge Benjamin's Order dismissing the case. (See Attachment 3) He believed that this was a mere misunderstanding based upon miscommunication. He immediately sent an e-mail to Judge Benjamin together with a copy of his e-mail of January 4, 2017. (See Attachment 4) He believed that this would straighten out the matter.

The undersigned knows the difference between an e-mail and a Motion of Continuance and a Motion to Reconsider. Rule 60(b) of SCRCP provides in part

"On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect; . . .
- (3) fraud, misrepresentation, or other misconduct of the adverse party; . . ."

No. 2
Scarf

(1) Mistake, inadvertence, surprise or excusable neglect . . . The e-mail of January 4, 2017, explaining attorney for plaintiff would not be at the roster meeting was tantamount to a motion for a continuance. In that e-mail, a request for a hearing to determine whether this was a jury matter or a non-jury matter was made. The e-mail of January 30, 2017, (See Attachment 4) notifying Judge Benjamin that the case had been dismissed requesting her to reconsider dismissing the case and reinstate the case was also tantamount to a motion. The undersigned honestly believed this dismissal had been done in error. Only as the matter bogged down did it occur to the undersigned that a motion for reconsideration should be filed.

(3) Fraud, misrepresentation, or other misconduct of the adverse party . . . Defendant signed a Contract on April 9, 2014, to purchase subject property for \$90,100.00 plus \$9,000.00 (an adjacent lot) for a total amount of \$99,100.00. (See Attachment 5, Exhibit 3) Pursuant to the Contract, she was to pay county property taxes, insurance, repairs and improvements in the amount of \$5,820.09 which would be credited toward the purchase price. Defendant was to pay \$1,500.00 per quarter or \$500.00 per month which would be paid either in cash or property improvements.¹

Defendant has paid a total of \$2,760.00 to or for the benefit of plaintiff. From April 9, 2014, until May 9, 2017, defendant should have paid plaintiff \$18,500.00. Defendant has made payments to plaintiff in the total amount of \$2,760.00 as of May 9, 2017. Defendant is in arrears of \$15,740.00. Defendant has paid nothing to or for the benefit of plaintiff since on or before February 2015.

¹ The provision of "or in property improvements" was objected to by plaintiff. However, it remained in the Contract.

Copy

Defendant did not pay the 2015 Richland County property taxes. In order to avoid a tax sale, plaintiff's son paid the 2015 taxes. The 2016 Richland County property taxes have not been paid.

The undersigned knows the house is uninsured. The plaintiff knows that the property was uninsured at the time of the October 2015 flood. The plaintiff knows that the real estate sustained damage as a result of the flood. (See Attachment 5, Exhibit 8) The defendant has turned this property into Fifth Day Farms, an animal rescue location: with dogs, chickens, horses, cats and possibly other animals. The undersigned believes defendant's actions constitute misconduct at the very least.

Section 14-11-15 of the South Carolina Code of Laws, as amended, provides:

The equity court is considered a division of the circuit court, and the master-in-equity, as judge of the equity court, is entitled to all benefits and subject to all the requirements of the South Carolina Bar and the rules of the Supreme Court in the same respect as circuit court and family court judges. This section may not be construed as providing retirement for masters-in-equity under the provisions of Chapter 8 or Title 9.

Actions to foreclose or cancel instruments are actions in equity. Cody Discount, Inc. v. Merritt (S.C.App. 2006) 368 S.C. 570, 629 S.E.2d 697. An action to foreclose a real estate mortgage is one in equity. Dockside Association, Inc. v. William J. Detyens, et al., ____ S.C. ____, 362 S.E.2d 875 (S.C. 1987). In Equity Court in order to receive equity, a party must be fair and equitable. It is not proper to dismiss this case for the benefit of defendant who has misrepresented to this Court that she has been damaged by the conduct of the undersigned. Defendant has claimed that she has been harassed by the undersigned. The harassment defendant

No 4
P

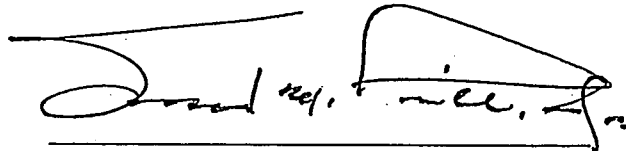
Copy

claims is being served with the Summons and Complaint, various motions, and sent copies of e-mails. This was done because she was representing herself pro se.

CONCLUSION

The e-mails sent to Judge Benjamin were tantamount to motions. E-mails were sent because Judge Benjamin's administrative assistant so advised. Defendant has failed to make timely monthly payments or quarterly payments. She is in arrears in the amount of \$15,740.00 as of May 9, 2017. She has failed to pay the 2015 Richland County property taxes. She has failed to have property casualty insurance on subject real estate. She has converted the real estate into an animal rescue location without permission or authorization by plaintiff. This is a case that requires for the court to be equitable. It would be improper to dismiss this case with prejudice because of the undersigned's failure to formally file a motion within the ten (10) day period. It would be equitable to reverse the dismissal in order that the case may move forward.

Respectfully submitted,



SAMUEL M. PRICE, JR.

Attorney for Plaintiff

1413 Main Street, P. O. Drawer 836

Newberry, South Carolina 29108

(803) 276-0796

Newberry, SC
May 10, 2017

Copy

TABLE OF ATTACHMENTS

Attachment 1	Form 4 Order of Judge Robert E. Hood dated April 25, 2017, dismissing case with prejudice
Attachment 2	E-mail to Judge Benjamin dated January 4, 2017
Attachment 3	Form 4 Order of Judge Benjamin dated January 25, 2017, dismissing case
Attachment 4	E-mail to Judge Benjamin dated January 30, 2017
Attachment 5	Affidavit of William A. Brazell and Brenda R. Brazell dated November 12, 2015
	Exhibit 1- Contract for Lease and Sale dated November 13, 2013
	Exhibit 2- Contract dated March ____, 2014
	Exhibit 3- Contract dated April 9, 2014
	Exhibit 4- Secretary of State notice of a corporation in good standing of 10/7/2015
	Exhibit 5- Google search result for 5 th Day Farms Rescue Ranch
	Exhibit 6- Facebook posting of 5 th Day Farms Rescue Ranch
	Exhibit 7- Facebook posting of 5 th Day Farms Rescue Ranch
	Exhibit 8- Facebook post of Judy Miller dated October 12, 2015
	Exhibit 9- List of Personal Belongings of Mike Haley (former husband of defendant)

No. 6
F-10

Copy

FORM 4

Attachment 1

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4004639

William A Brazell

Judith D Haley

Geneva Brazell

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.
- ☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

The motion to reinstate case is denied
This case is dismissed with prejudice.

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
		\$
		\$
		\$
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.

Circuit Court Judge

Rehood

Judge Code

2164

Date

4/25/17

For Clerk of Court Office Use Only

This judgment was entered on the 7 day of May, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this 8 day of May, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price Jr.

Judith D Haley

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court

Jeannette W. McPherson

order

Copy

ANNE HENLEY <HENLEYA@rcgov.us>

Tue 5/2/2017 10:42 AM

To: rshealy517@hotmail.com <rshealy517@hotmail.com>;

1 attachments (68 KB)

2016CP4004639_OFORM4_1327412.PDF;

Anne R. Henley
Civil Non-Jury Court Scheduler
Richland County Judicial Center
1701 Main Street
Columbia, SC 29202

803-576-1943

From: ANNE HENLEY
Sent: Tuesday, May 02, 2017 10:38 AM
To: ANNE HENLEY
Subject:

Attachment 2
Copy

Brazell v. Haley - Case No. 2016-CP-40-04639

Ramona Shealy <rshealy517@hotmail.com>

Wed 1/4/2017 2:47 PM

To: dbenjaminlc@sccourts.org <dbenjaminlc@sccourts.org>;

Dear Judge Benjamin,

This case is in the nature of a foreclosure action. The case was filed on August 2, 2016. I requested that this case be placed on the non-jury roster. The defendant represents herself pro se. She filed her Answer and Counterclaim dated September 19, 2016. Defendant requested a jury trial. On October 11, I filed a Motion for an Order Referring this case to the Master-in-Equity (as a non-jury case). Because I neglected to fill out Section I: Hearing Information, a hearing has never been scheduled.

I have been noticed of a roster meeting scheduled for Monday, January 9, 2017, at 9:00 am before Judge Benjamin. I believe that it would be premature to set this case for trial before determining whether it should be on the jury or non-jury roster.

I am currently running for a Family Court seat, i.e. Eighth Judicial Circuit, Seat 2. I will be involved in that process until February 1, 2017. Please schedule a motion hearing on the issue of whether this case will be tried jury or non-jury. Please call my office before scheduling this hearing because I am having a number of items set for February 2nd and thereafter.

For these reasons, I will not attend the roster meeting on Monday, January 9, 2017.

Respectfully,
Samuel M. Price, Jr.,
Attorney for Plaintiff Brazell

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

Copy

FORM 4

Attachment 3
JUDGMENT IN A CIVIL CASESTATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2016CP4004639

William A Brazell

Judith D Haley

Geneva Brazell

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.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Dismissal);
☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: Plaintiff attorney noticed, however not present in Court. Case dismissed for lack of prosecution.

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
		\$
		\$
		\$
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.

Circuit Court Judge _____

Judge Code 2161

Date

1-25-17

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 30 day of Jan, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price Jr.

Judith D Haley

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Attachment 4
Copy

Brazell v. Haley - Case No. 2016-CP-40-04639

Ramona Shealy

Mon 1/30/2017 12:41 PM

Sent Items

To: dbenjamin@sccourts.org <dbenjamin@sccourts.org>;

1 attachments (112 KB)

BRAZELL20170130134121.pdf;

Dear Judge Benjamin,

This e-mail shall confirm my telephone conversation with Jerrell Kirk-James of this day during which we discussed the above captioned case. I received by e-mail this morning a Form 4 dismissing the case. I had earlier sent an e-mail dated Wednesday, January 4, 2017, explaining why I would not attend the roster meeting on Monday, January 9, 2017. I attach a copy of the Order of Dismissal and a copy of my e-mail.

Please reconsider dismissing this case and reinstate the case so that the case may go forward.

If possible, I would like to set a hearing in order to determine whether this would be a jury or non-jury matter.

Respectfully,
Samuel M. Price, Jr.,
Attorney for Plaintiff Brazell

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

Attachment 5
COPY Copy

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

AFFIDAVIT OF WILLIAM A. BRAZELL AND
BRENDA R. BRAZELL

PERSONALLY appeared before me, WILLIAM A. BRAZELL AND BRENDA R.

BRAZELL, who being duly sworn, deposes and says:

1. That deponents are citizens and residents of the County of Newberry, State of South Carolina, with their address being 938 SC Highway 219, Prosperity, South Carolina 29127.
2. That William A. Brazell is the owner of certain property known as 2428 Heyward Brockington Road and 2426 Heyward Brockington Road. 2428 Heyward Brockington Road is the former home of Mr. Brazell's late parents, to wit: Willie Andrew Brazell and Geneva J. Brazell. Both are now deceased. Willie Brazell died in 1987 leaving a life estate to his wife Geneva Brazell and the remainder interest to their son William A. Brazell in his undivided one-half interest. Geneva J. Brazell moved to deponents' home in the fall of 2012, for several months. She spent the rest of her life at White Oak Manor, a skilled care nursing home in Newberry, South Carolina. Geneva J. Brazell died on February 1, 2015. Pursuant to her Last Will and Testament dated August 11, 1972, her interest in the property was devised to William A. Brazell. William A. Brazell now owns the 2428 Heyward Brockington Road property in fee simple. 2426 Heyward Brockington Road was purchased by William A. Brazell shortly after his parents purchased 2428 Heyward Brockington Road.
3. That in the latter part of November, 2013, Jared Miller, the older son of Judith D. Haley, moved into the property. (Mr. Brazell signed a blank Contract of Lease & Sale Residential on November 19, 2013 – See attached Exhibit 1) In March 2014, Ms. Haley presented a Contract to deponents. (See attached Exhibit 2) On page 2 of the proposed Contract,

paragraph 10 indicated that the lessee/purchaser would pay \$500.00 per month in cash or in property improvements and/or repairs. Deponent Mr. Brazell objected. He wanted cash, not improvements or repairs. Thereafter, on April 9, 2014, a Contract was signed by Judith D. Haley and Michael D. Haley as tenants and/or purchasers and by William A. Brazell, individually and as attorney in fact for Geneva J. Brazell, as lessors and/or sellers. (See attached Exhibit 3) The objectionable paragraph 10 was left in the Contract of April 2015. The Contract was prepared by Judith D. Haley and deponents did not fully understand all the terms. That pursuant to the signed Contract, Ms. Haley claimed credit for payment of County property taxes, insurance, repairs and improvements on sellers amount in the amount of \$5,820.09. See paragraph 11 of the Contract. This is in contradiction to paragraphs 6 and 7 which indicate Buyer will be responsible for all repairs and maintenance of the premises and payment of taxes and homeowners insurance (sic) which is contradictory. Deponents acknowledge that any property taxes and property casualty insurance accruing prior to November 19, 2013, would be the responsibility of deponents. Prior to Ms. Haley's son moving into the property, the property had been broken into. Richland County property taxes were past due. Deponents were eager to get someone in the property. They were eager to get someone to pay the past due county property taxes.

4. That to date, deponents believe they have been paid the following amounts:

April 9, 2014	\$1,500.00	for rent
Uncertain	\$800.00	reimburse deponents for taxes and insurance
Uncertain	\$105.00	reimburse deponents for taxes and insurance
Uncertain	\$130.00	purchases at Wal-Mart for deponent's benefit
Uncertain	\$225.00	for electrical utilities bill for deponents
For a total of \$2,760.00.		

Deponents believe that Ms. Haley has paid the following items:

11/19/13	2012 Richland County taxes-2428 Heyward Brockington	\$675.94
11/19/13	2012 Richland County taxes-2426 Heyward Brockington	\$204.72
10/20/14	2013 Richland County taxes-2428 Heyward Brockington	\$689.11
10/20/14	2013 Richland County taxes-2426 Heyward Brockington	\$212.62
Total		\$1,782.39

Pursuant to paragraph number 7 of the Contract dated April 9, 2014, Buyer will be responsible for payment of taxes and homeowners insurance on the premises. Ms. Haley has not paid the 2014 and 2015 county property taxes. The deponents paid the 2014 county property taxes on November 12, 2015, to prevent the property from being sold at a tax sale.

5. That deponents and Ms. Haley had a verbal agreement that no changes or improvements would be made to the property without deponents' approval. Such changes or improvements would be done by deponents' son Michael Brazell. The following changes have been made by Ms. Haley without deponents' approval:

(a) Living room carpet has been removed in order to install hard wood floors. Deponents do not know whether this project has been completed.

(b) Ms. Haley has fenced the perimeter of both properties. On the back side of the property, the fence encroaches on property owned by Harold Cook.

No work or improvement was done by Michael Brazell.

6. That the Contract provided for the purchase of two (2) adjacent properties, to wit: 2.36 acres, more or less, and 0.80 acres, more or less, for a total of 3.16 acres, more or less. The deponents gave permission to Ms. Haley to have one (1) horse and two (2) dogs on the property. Ms. Haley now has six (6) to eight (8) dogs, three (3) horses, and other animals on the property. The dogs are in the house. Ms. Haley plans to put a tub in the hallway for a dog washing station.

7. That Ms. Haley projects subject property to be the "5th Day Farms Rescue Ranch".

She incorporated herself as an eleemosynary corporation on March 6, 2015, under the name of Fifth Days Farms. (See Exhibit 4) She also has a webpage (See Exhibit 5 and two (2) Facebook pages (See Exhibits 6 and 7).

8. That Ms. Haley has possession of firearms including hand guns. Ms. Haley told Mrs. Brazell that she sleeps with a gun near her side. Deponent Ms. Brazell is fearful of Ms. Haley.

9. That Judith D. Haley told the deponents that she was a lawyer licensed to practice law in the states of Florida and Nevada. This statement was false.

10. That in the spring of 2014, Ms. Haley told deponent Brenda Brazell that she would give Mr. Brazell \$3,000.00 toward Mr. Brazell's land (2426 Heyward Brockington Road). Ms. Haley stated that her father's (Larry Blake) medical insurance owed Ms. Haley some money. Ms. Haley also said that at the end of the summer of 2014, Ms. Haley would give Mr. Brazell another \$6,000.00 for a total of \$9,000.00. This was the purchase price for the 2426 Heyward Brockington Road property. Neither payment was made.

11. That Ms. Haley then told deponent Brenda Brazell that Ms. Haley was going to do a reverse mortgage on her dad's (Larry Blake) residence. Ms. Haley would then have some money to give to William A. Brazell. No payment was made.

12. That on February 1, 2015, Geneva Jackson Brazell died. Deponent Brenda Brazell attempted to get Ms. Haley on the telephone in order to tell her that Mr. Brazell could now legally sell 2428 Heyward Brockington Road property. After many telephone call attempts, deponent Brenda Brazell was able to reach Ms. Haley on or about February 13, 2015. Deponent Brenda Brazell asked Ms. Haley to give she and her husband some of the money that was owed

so they could apply it to her mother-in-law's funeral bill. Ms. Haley said to come down Monday and she would have some money for them.

13. That deponent Brenda Brazell drove to 2428 Heyward Brockington Road on Monday on or about February 16, 2015. Ms. Haley was present. She and Brenda Brazell drove to a bank. Mrs. Brazell sat in the truck for about 20 minutes while Ms. Haley went into the bank. Ms. Haley came back out to the truck and said that her estranged husband Michael Haley had all the Haley money frozen and Ms. Haley could not get any money from the bank. They returned to subject house. Both Ms. Haley and Mrs. Brazell got in Mrs. Brazell's vehicle and went to Wal-Mart in Blythewood. Ms. Haley paid \$130.00 for Mrs. Brazell to buy groceries. Ms. Haley said that was all the money she had in the bank. (What happened to the money in the bank was frozen?) Ms. Haley said she could pay Mrs. Brazell's electric bill (\$225.00) out of her father's account. Ms. Haley did in fact pay \$225:00.

14. That Ms. Haley told Mrs. Brazell that she would be getting \$7,000.00 from the sale of her house in Nevada. She further stated that on Friday (February 20, 2015), Ms. Haley would catch up what she owed to Mr. Brazell and some extra. Ms. Haley never gave to the deponents any money from the proceeds of the sale.

15. That on or about May 2014, there was hail and/or wind damage to the roof of subject property. Judith D. Haley refused the property casualty insurance company's adjuster access to the house. As a result of her actions, the property casualty insurance was cancelled. Ms. Haley continued to refuse to cooperate with any insurance company to obtain insurance coverage on the house. It was February 2015 before an adjuster had access to subject property. Because of Ms. Haley's actions, subject property is now uninsured.

16. That deponent Mrs. Brazell had great difficulty contacting Ms. Haley. Ms. Haley kept changing her telephone number. Deponent Mrs. Brazell was given no less than five (5) different telephone numbers. Judith D. Haley fenced the property. She locked the gate. She refused to answer telephone calls from deponents. Deponent Mrs. Brazell believes she has traveled to the property at least twenty (20) times in an effort to get monthly or quarterly payments. She believes she had contact with Ms. Haley only six (6) times. In the summer of 2015, she traveled to subject property. She parked in front of the house where she remained and blew her horn for over an hour. Ms. Haley would not come out of the house. Ms. Haley's father (Larry Blake), who lived nearby, came to the property. Although Mr. Blake stayed in his truck, he cursed and threatened Mrs. Brazell and ordered her to leave. Ms. Haley's father sped away and hit deponent Mrs. Brazell on her elbow with his car. Deponent Mrs. Brazell called the Richland County Sheriff's Office. When the deputies arrived, Ms. Haley came out of her home fully dressed. The deputies advised Mrs. Brazell that she could take out a warrant for assault and battery against Ms. Haley's father Larry Blake. She thanked the officers and declined to take out a warrant against Mr. Blake. After the deputies left, Ms. Haley cursed and threatened Mrs. Brazell.

17. That when Ms. Haley fenced the property, she went over the property line onto property of Harold Cook. Deponent Mrs. Brazell has talked with Harold Cook's son. This property line issue is still in dispute.

18. That in the aforementioned Contract, there was a list of personal property entitled Things that seller wants. Ms. Haley has refused to permit the deponents' efforts to pick up the detailed items of personal property. In October, the midlands of South Carolina experienced

unprecedented rainfall. As a result of such rainfall, deponents' property was destroyed. See Facebook post of Judy Miller dated October 12, 2015, attached as Exhibit 8.

19. That in February 2015, Ms. Brazell drove to Ms. Haley's home in order to tell Ms. Haley that Geneva J. Brazell had died. Ms. Haley presented Ms. Brazell with a proposed Deed for deponent William A. Brazell to sign. Ms. Haley also presented a proposed Mortgage. There was no Promissory Note. Ms. Haley expected the Deed to be executed with no further compensation. (These documents were e-mailed to deponents' attorney's office on March 17, 2015.) Ms. Haley told Ms. Brazell that if Mr. Brazell signed the Deed, Ms. Haley would send a friend who is a notary to deponents' home in order to witness and notarize the Deed. Ms. Haley was doing some private detective work in Newberry County and possibly Anderson County. She would drop by the deponents' home after the Deed had been executed and pick up the signed Deed. After deponents told Ms. Haley they would not sign the Deed, Ms. Haley's attitude changed and she became very hostile to deponents.

20. That Ms. Haley told deponent Brenda Brazell that because her husband did not sign the Deed as mentioned in paragraph 9 above, Ms. Haley had to pay her estranged husband Ten thousand (\$10,000) dollars. Mr. Haley later informed deponents that his estranged wife had paid him nothing nor had she been ordered to pay him any amount.

21. That Michael Haley provided to deponents a list of personal items that he desires from the home. See attached Exhibit 9.

22. That upon information and belief, it has come to deponents' attention that there is a 2010 warrant for arrest against Ms. Haley for fraud. The facts indicate Ms. Haley had claimed to be a private investigator. She did some work for a party to a Family Court case. Because she

Copy

was not licensed, Ms. Haley was unable to testify. The warrant was taken out by the person who paid Ms. Haley for her services as a private investigator. The warrant has never been served because Ms. Haley did not return to South Carolina until the summer of 2014. The warrant is presently in the possession of SLED agent Dowling.

23. That Ms. Haley has paid deponents nothing in the year 2015 except for \$130.00 purchases at Wal-Mart and \$225.00 for deponents' electric bill.

24. That Ms. Haley has breached the Contract of April 9, 2014, by her failure to make payments in the amount of Five hundred (\$500) dollars per month, by her making changes to the property without consent of deponents and by having persons other than Michael Brazell make such changes, by her failure to pay the 2014 county property taxes, by her failure to keep the property insured, by her failure to communicate with deponents, and by her continued acts of non-cooperation and bad faith. The deponents believe that Judith D. Haley should be evicted to permit deponents to recover possession of subject property..

That deponents have read this Affidavit and that all facts contained herein are true of their own personal knowledge.

SWORN to before me this
day of November, 2015.

12th

William A. Brazell
~~William A. Brazell~~

Ramona J. Shealy
Notary Public for South Carolina
My commission expires: 3/14/2024

(LS) Brenda Brazell

EXHIBIT 1

Copy



CONTRACT FOR LEASE & SALE RESIDENTIAL



1. **PARTIES:** This Contract of Sale is entered into on November 13, 2013 between

Buyer(s) JUDITH D. HALEY AND MICHAEL D. HALEY (hereinafter called "Buyer"), and

Seller(s) WILLIAM A. BRAZELL AND GENEVA J. BRAZELL LIFE TRUST (hereinafter called "Seller").

Seller represents that this Offer is (☒) is not (☐) subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block _____ Phase _____ Subdivision _____

Address: 2426 and 2428 Heyward Brockington Road, Columbia, SC 292023

TMS# 09800-05-40 and 09800-05-39 County of Richland, State of South Carolina.

3. **PRICE:** The purchase price is \$ _____.

4. **EARNEST MONEY:**

A. \$ 0 Earnest money is paid by: Check (☐) Cash (☐) Other (☐)

B. \$ 0 Additional earnest money to be delivered on or before _____.

C. Earnest money to be held in trust by _____ (Escrow Agent).

~~D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-135 (1976). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.~~

BUYER (1) _____
Initials Date

SELLER (JDH) 11-19-13
Initials Date

Copy

5. TRANSACTION COSTS: Buyer's Transaction Costs include all closing costs generated by the type of financing selected, pre-paid recurring items, mortgage insurance and discount points. Seller's Transaction Costs include preparation of deed, any recording charge based on value of the Property (deed stamps), all costs necessary to deliver a marketable title (including recording of satisfaction), property taxes pro-rated to the day of closing and the real estate brokerage fee.

Buyer's and Seller's Transaction Costs will be paid as follows: (Select, initial and date only one of the options below)

A. BUYER (____/____) _____ SELLER (____/____) _____ Buyer will provide or pay for all Buyer's Transaction Costs and Seller will provide or pay for all Seller's Transaction Costs as well as pay for Buyer's non-allowable costs if the financing type selected in Paragraph 6(A) is either VA or FHA.

OR

~~B. BUYER (____/____) _____ SELLER (____/____) _____ Seller will pay Buyer's Transaction Costs not to exceed \$_____ which includes non-allowable costs first (for VA or FHA financing) and then allowable costs. Buyer is responsible for any Buyer's Transaction Costs exceeding this amount. If the amount Seller has agreed to pay toward Buyer's Transaction Costs exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all Seller's Transaction Costs.~~

6. FINANCING: Buyer's obligation under this Contract is () is not () contingent on Buyer obtaining financing. Buyer and Seller acknowledge that all financing contingencies herein automatically expire five (5) Business Days prior to the closing date set forth in Paragraph 7 and this Contract will become non-contingent on financing unless otherwise agreed to in writing. If Buyer subsequently fails to close because of the inability to obtain financing, the Buyer will be in default of this Contract and earnest money will be released to Seller. See Paragraph 4 (D)

BUYER (____/____) _____ SELLER (____/____) _____

A. FINANCING TYPE. Financing type will be Conventional (), FHA (), VA (), Seller (), Cash (no financing required) (), Other: ANY TYPE OF FINANCING BUYER CHOOSES..

Buyer or Buyer's Agent will immediately notify Seller or Seller's Agent if Buyer changes financing type. If the change in financing type modifies the terms of this Contract, then Seller will have the option of agreeing with the change or voiding this Contract. If Seller elects to void the Contract, earnest money will be released to the Buyer. See Paragraph 4(D).

Note: If Buyer utilizes FHA or VA financing, an FHA/VA Addendum signed by Buyer and Seller must accompany this Contract. Utilizing FHA or VA financing will require Seller to pay for certain loan-related closing costs termed "non-allowable costs". VA financing will additionally require Seller to pay for the cost of conducting the VA required termite (CL-100) inspection.

B. APPLICATION FOR FINANCING. If Lender financing is being used, Buyer will have five (5) Business Days from the date of Contract acceptance to apply for financing from Lender of their choice. Application will include advancement of any funds required by Lender and providing Lender's identity to Seller or Seller's Brokers. Buyer will also furnish Lender all documentation required for the processing of this loan in a diligent and timely manner.

1. Should Buyer fail to apply for the loan within five (5) Business Days, Buyer will be in default of this Contract and Seller will have the option of voiding this Contract with earnest money being released to Seller. Should the loan be denied while subject to a financing contingency, Contract will be voided and earnest money will be released to Buyer. See Paragraph 4(D).

2. If loan is rejected by initial lender or subsequent lenders, Buyer or Buyer's Agent must give written notice of each occurrence to the Seller or Seller's Agent immediately, and Seller will then have the option of continuing with or voiding the Contract. If Seller elects to void the Contract, the earnest money will be released to Buyer, provided it is not within (5) business days prior to closing.. See Paragraph 4 (D).

3. If Buyer elects to make any material change to their financial condition after Contract acceptance that negatively affects their ability to close the transaction, Buyer will be in default and earnest money will be released to Seller. See Paragraph 4(D).

4. Buyer gives permission to Lender to disclose any allowable pertinent information concerning Buyer's loan to any attorney representing Buyer or Seller and to the Buyer's and Seller's Brokers.

BUYER (____/____) _____ SELLER (____/____) _____
Initials Date Initials Date

Copy

C. SELLER FINANCING. If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 18 of this Contract or in a separate Addendum to this Contract.

D. CASH TRANSACTION. In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).

E. APPRAISAL CONTINGENCY. This Contract is (X) is not () contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have one business day after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the one business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4 (D).

F. SELLER'S MORTGAGE PAYOFF. Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information. SELLER (/)

7. CONVEYANCE DATE OF CLOSING/POSSESSION: Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of JUDITH D. HALEY AND MICHAEL D. HALEY or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. ~~The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed.~~ This transaction will be closed on or before 20 , unless extended pursuant to Paragraph 7(B) or by mutual agreement. See Addendum regarding transfer of Deed.

A. BUYER (/) SELLER (/) Seller will be obligated to vacate and give possession of the Property (free of debris and in a clean condition) to Buyer: in accordance with attached agreement. POSSESSION WILL BE GIVEN UPON EXECUTION OF THIS AGREEMENT.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 6(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.

8. RIGHT OF BUYER TO INSPECT/RE-INSPECT PROPERTY: Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals and final walk through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 11, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

BUYER (/)
Initials Date

SELLER (/)
Initials Date

Copy

9. PROPERTY SOLD SUBJECT TO DUE DILIGENCE PERIOD:

(If Property being sold "As-Is" proceed to Paragraph 10 PROPERTY SOLD "AS-IS")

A. DUE DILIGENCE PERIOD INSPECTIONS: Buyer will have a ten (10) Business Day Due Diligence Period beginning at time of final Contract acceptance, as defined in Paragraph 29(B), to conduct, at Buyer's sole expense, whatever non-destructive inspections, examinations and testing of the Property that Buyer deems appropriate and necessary. This will include, but is not limited to, conducting a risk assessment/test for lead-based paint and lead-based paint hazards, testing for environmental hazards, inspecting the heating and air (HVAC) system and inspecting for active infestations of and/or damage from termites, other wood destroying organisms, fungi and for any drainage problems (CL-100 inspection). If Buyer utilizes VA financing, Seller will be required to pay for the cost of conducting the VA-required termite (CL-100) inspection. Any re-inspections that may be required will also be at Buyer's expense. If this Contract is contingent on the sale and closing of Buyer's Property (See Paragraph 16A) then the Due Diligence Period will begin on the date Seller or Seller's Broker receives written notification that this contingency is removed.

B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 9(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

C. INSPECTION OPTIONS: Buyer will have the following options during the Due Diligence Period:

1. Buyer can accept Property as inspected.
2. If Buyer, in his sole discretion, determines the result of any inspection, examination or test conducted to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer See Paragraph 4 (D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.
3. If Buyer requests Seller make repairs and/or replacements to the Property, Buyer must submit complete copies of any inspection reports and an Inspection Repair Addendum, signed by the Buyer, identifying specific defects Buyer wants corrected, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:
 - a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
 - b. Buyer will have one business day after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
 - c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4 (D). Seller's failure to respond to the Inspection Repair Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

BUYER (_____/_____) _____
Initials DateSELLER (_____/_____) _____
Initials Date05/2011
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D. FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 4(D).

10. PROPERTY SOLD "AS-IS": (If Selected Terms of Paragraph 9 do not apply) (Select, initial and date only one of the options below)

A. BUYER (initials /) Date SELLER (initials /) Date

PROPERTY SOLD "AS-IS" WITH DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period as stipulated in Paragraph 9(A) to have Property inspected, examined and tested to determine its condition. Seller will have no obligation to make any repairs or replacements to the Property identified as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 4(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

OR

B. BUYER (initials /) Date SELLER (initials /) Date

PROPERTY SOLD "AS-IS" - NO DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

11. CONDITION OF PROPERTY: Except for property being sold "As-Is" per terms of Paragraph 10, after any inspections by Buyer and after repairs or replacements, if any, made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property.

12. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)

A. BUYER (initials /) Date SELLER (initials /) Date Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

OR

B. BUYER (initials /) Date SELLER (initials /) Date Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

BUYER (initials /) Date SELLER (initials /) Date

Copy

13. LEAD-BASED PAINT: Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

14. HOME WARRANTY COVERAGE: Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will () will not () be provided at closing. If applicable, the warranty premium will be paid by Buyer () Seller () in the amount of \$_____, provided by _____ (home warranty company) and written by the Buyer's Agent () Seller's Agent (). If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

15. PROPERTY DOCUMENTATION: (Initial and date after reviewing information in Paragraphs 15 A-D)

BUYER (_____/_____) _____ SELLER (_____/_____) _____ Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

A. Seller represents that the Property is:

Connected to - public/community sewer system () septic tank ().

Connected to - public/community water system () well system () Other _____.

B. Seller represents that to the best of Seller's knowledge, the Property is () is not () partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

C. Seller represents that the Property is () is not () subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$_____.

D. Seller represents that the Property is () is not () subject to a mandatory association fee (i.e., homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$_____ per _____ and is payable to _____.

16. ADDITIONAL CONTINGENCIES: (Initial and date either Paragraph A or B if applicable and Paragraph C if other contingencies apply)

A. SALE AND CLOSING CONTINGENCY

BUYER (_____/_____) _____ SELLER (_____/_____) _____ This Contract is contingent on the sale and closing of the Buyer's Property not later than the closing date agreed to in Paragraph 7 of this Contract. Property is located at the following address: _____

~~Buyer's failure to disclose the existence of this contingency will constitute a default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).~~

BUYER (_____/_____) _____ Date _____ SELLER (_____/_____) _____ Date _____

1. Buyer represents that the Buyer's Property identified in Paragraph 16(A) above is () is not () currently listed with a real estate company.

2. As long as this contingency remains in effect, Seller may continue to market Seller's Property and can accept a subsequent offer to purchase under the following terms:

a. Any subsequent offer that does not contain a sale and closing contingency may be accepted as a Primary Contract with this contingent Contract becoming a Back-up Contract upon agreement of Buyer and Seller. If agreement cannot be reached, this contingent Contract will become null and void with earnest money released to Buyer. See Paragraph 4(D).

b. Any subsequent offer that does contain a sale and closing contingency may only be accepted as a Back Up Contract.

3. If Buyer does not remove this contingency by the closing date in Paragraph 7, this Contract will become null and void unless both Parties agree to extend the closing date. If Contract is voided, earnest money will be released to Buyer. See Paragraph 4(D).

4. Once Buyer accepts a Contract of Sale on their Property with all contingencies removed or waived (other than financing), with any Due Diligence Period and/or repair negotiations completed, and with a closing occurring prior to the date and time scheduled for this closing, Buyer will provide written notice of this acceptance to Seller. This Contract will then become contingent on completion of the closing of the sale of Buyer's Property. See Paragraph 16(B) below.

B. CLOSING CONTINGENCY

BUYER (_____/_____) _____ SELLER (_____/_____) _____ This Contract is contingent on completion of the closing of the sale of Buyer's Property. The Contract the Buyer has accepted on his Property must have all contingencies other than financing, removed or waived with any due diligence period and/or repair negotiations completed, on or before _____ Property is located at _____

1. Buyer to provide documentation of sale of Buyer's Property upon request.

2. Seller may continue to market Seller's Property for sale; however, any offer received will be negotiated as a Back-up Contract.

C. OTHER CONTINGENCIES

BUYER (_____/_____) _____ SELLER (_____/_____) _____ This Contract is contingent on: _____
SEE ADDENDUMS FOR ALL CONTINGENCIES _____

17. **FIXTURES AND PERSONAL PROPERTY:** This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, lawn irrigation system and all related equipment, pool and spa equipment, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached mirrors, light bulbs, switch plates, heating and air system registers and built-ins, such as equipment, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Items of personal property other than those above may be sold separately by Bill of Sale.

BUYER (_____/_____) _____ SELLER (_____/_____) _____
Initials Date Initials Date

18. **OTHER TERMS:** If conflicting with pre-printed portions of this Contract, the following terms will control:

SEE ADDENDUMS FOR ALL ADDITIONAL TERMS AND CONDITIONS

Copy

19. **ADJUSTMENTS:** Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax prorrations pursuant to this Contract are to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing.

20. **FIRE OR CASUALTY:** In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.

21. **DEFAULT:** If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

22. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

BUYER (/)
Initials

Date

SELLER (/)
Initials

Date

Copy

23. ENTIRE BINDING CONTRACT: The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

24. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

25. EXPIRATION OF OFFER: This offer from Buyer will be withdrawn at _____ o'clock _____ M. (Eastern Time) on _____ unless accepted or countered by Seller in written form prior to such time.

26. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

27. NOTICE AND DELIVERY: Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

28. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

29. DEFINITIONS:

A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.

B. Successful negotiation of this offer will have been completed when one of the Party's to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.

30. HUD-1 SETTLEMENT STATEMENT RELEASE: Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of the HUD-1 Settlement Statement for the transaction.

31. MEGAN'S LAW: Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.

BUYER (_____/_____) _____
Initials Date

SELLER (_____/_____) _____
Initials Date

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

_____ Buyer's Signature	(L.S.)	_____ Buyer's Printed or Typed Name	_____ Date
_____ Buyer's Signature	(L.S.)	_____ Buyer's Printed or Typed Name	_____ Date
<i>William A. Brazell</i> Seller's Signature	(L.S.)	<i>William A. Brazell</i> Seller's Printed or Typed Name	<i>11/19/13</i> Date
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date

Buyer's Agent/Company acknowledges Buyer is a Client (☐) Customer (☒) Agent's Telephone Number _____

Seller's Agent/Company acknowledges Seller is a Client (☐) Customer (☒) Agent's Telephone Number _____

~~This section is not to be completed until the conditions of paragraph 29B are fulfilled~~

CONTRACT ACCEPTED BY BOTH PARTIES AT ____ O'CLOCK ____ M (ET) ON _____ DATE

ACCEPTANCE ENTERED BY _____ (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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CONTRACT

This Contract is made on March _____, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

This CONTRACT is regarding the property, residence and barn located at:

2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013/consideration at closing is \$4,500.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sqft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing is \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

TOTAL CONSIDERATION at time of closing shall be: \$94,600.00

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring both Deeds into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.

Copy

7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.
8. BUYER's son(s) JARED MILLER and/or JUSTIN MILLER will also be living on the property and assisting with the repairs and maintenance of the property.
9. BUYER will pay all electric, water and/or all utilities to keep the home in good condition and to prevent the home from mildewing and molding in the absence of heat and/or air conditioning.
10. In addition to the utility payment, BUYER will pay to SELLER an amount equal to \$500.00 per month which will be paid either in cash or in property improvements and/or repairs. This amount can be paid monthly or quarterly as BUYER sees fit. This amount will be deposited into SELLER's checking account at TD Bank or any other bank that SELLER designates in writing to BUYER.
11. As of the signing of this CONTRACT, BUYER has paid a total of \$5,820.09 for taxes, insurance, repairs and improvements on SELLER's behalf. (Receipts and itemization attached)
12. All amounts paid by BUYER for taxes, insurance, repairs and improvements will be credited against the Sales Price listed above at closing, thereby reducing the Sales Price accordingly.
13. SELLER will not sell, rent, lease or perform any other action with the property and/or dwelling without written permission from BUYER while BUYER is in compliance with this CONTRACT.
14. This CONTRACT is to serve as CONTRACT IN LIEU OF DEED until the Deed can be transferred to BUYER. SELLER agrees to abide by this CONTRACT as if it were an actual DEED to BUYER.

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties. All verbal agreements are now null and void. This Contract is governed by the laws of the State of South Carolina.

Addresses for BUYER and SELLER:

BUYER: 345 Bright Sumac Court, Henderson, NV 89015

SELLER: P.O. Box 146 Prosperity, SC 29127

Any address changes must be in writing to BUYER or SELLER.

The parties have signed this Contract on the date specified at the beginning of this Contract.

BUYER

SELLER

Page 2 of 2

Copy

CONTRACT

This Contract is made on April 9th, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

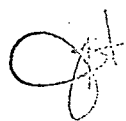
This CONTRACT is regarding the property, residence and barn located at:

2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013 is \$4,500.00. Value/consideration at closing will be \$9,000.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sq ft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing will be \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring the Deed regarding 2428 into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.
7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.

B. B. 
P. 36

Copy

8. BUYER's son(s) JARED MILLER and/or JUSTIN MILLER will also be living on the property and assisting with the repairs and maintenance of the property.
9. BUYER will pay the electric, water and/or utilities to keep the home in good condition and to prevent the home from mildewing and molding in the absence of heat and/or air conditioning.
10. In addition to the utility payments, BUYER will pay to SELLER an amount equal to \$500.00 per month (or \$1,500.00 per quarter) which will be paid either in cash or in property improvements. This amount can be paid monthly or quarterly. This amount will be deposited into SELLER's checking account at TD Bank or any other bank that SELLER designates in writing to BUYER. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
11. As of the signing of this CONTRACT, BUYER has paid a total of \$5,820.09 for taxes, insurance, repairs and improvements on SELLER's behalf. (Receipts and itemization attached)
12. All amounts paid by BUYER for taxes, insurance and improvements will be credited against the Sales Price listed above at closing.
13. SELLER will not sell, rent, lease or perform any other action with the property and/or dwelling without written permission from BUYER while BUYER.
14. This CONTRACT is to serve as CONTRACT IN LIEU OF DEED until the Deed can be transferred to BUYER. SELLER agrees to abide by this CONTRACT as if it were an actual DEED to BUYER.

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties. All verbal agreements are now null and void. This Contract is governed by the laws of the State of South Carolina.

Addresses for BUYER and SELLER:

BUYER: 345 Bright Sumac Court, Henderson, NV 89015

SELLER: PO Box 146, Prosperity, SC 29127 (938 Hwy 219)

Any address changes must be in writing to BUYER or SELLER.

The parties have signed this Contract on the date specified at the beginning of this Contract.

BUYER

SELLER

BUYER

SELLER

Page 2 of 2

* See reverse for list as mentioned on page 1

*T 5-7
Copy
Side
Ward
Selling
FELS
up

Things that Seller wants
- everything else to be sold or
Kept by Buyer

3 pieces of dining room furniture
Sofa table

Blue office chair

Wooden bar stool - swivel

Little freezer (inside)

Big freezer (outside)

Heater

Old Singer sewing machine if we
can't sell it first

Brisque Red doll

Lamps

Horse + wagon

Squirrel cookie jar

Wooden lamp

Gun cabinet - Judy can use it until
they need it

wooden bed in laundry room

Wheel chair + walker

Rocking chair

wooden chair

B.B. 

Copy

FAX COVER SHEET

TO	Bill & Brenda Brazel
COMPANY	
FAX NUMBER	18032760424
FROM	Judith Haley
DATE	2014-04-08 16:08:46 GMT
RE	Contract

COVER MESSAGE

I think I fixed the fax! Finally!

I am attaching the contract that I have fixed like we discussed.

If it is not right, please write the changes on it and fax it back to me...I will make the changes and fax back to you.

I had to be admitted to the hospital yesterday for my migraine and just got home this morning ... and had to take Dad to dialysis and now I'm here trying to get caught up. I think I need a vacation!!! HaHa!

Also ... don't forget to attach the sheet that lists the stuff you want to keep when you fax it back to me ... the organizer girl is coming tomorrow...I so I want to have everything ready for her.

I am so sorry this has taken so long! I sure do appreciate your patience! You are awesome!

Talk to you soon.

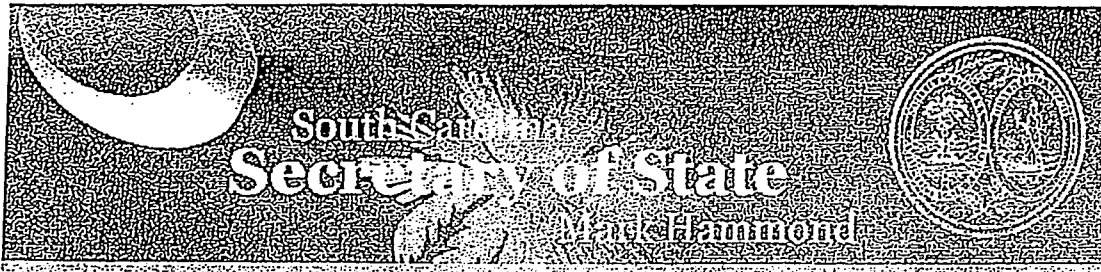
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Page 3 of 2

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**FIFTH DAY FARMS**

*Note: This online database was last updated on 10/7/2015 3:06:53 AM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing.
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	JUDITH D HALEY
ADDRESS:	2428 HEYWARD BROCKINGTON RD
CITY:	COLUMBIA
STATE:	SC
ZIP:	29203
SECOND ADDRESS:	
FILE DATE:	03/06/2015
EFFECTIVE DATE:	03/06/2015
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Incorporation	03/06/2015	SCBOS Filing: NONPROFIT CORPORATION	

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Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201

Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC
29201

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1



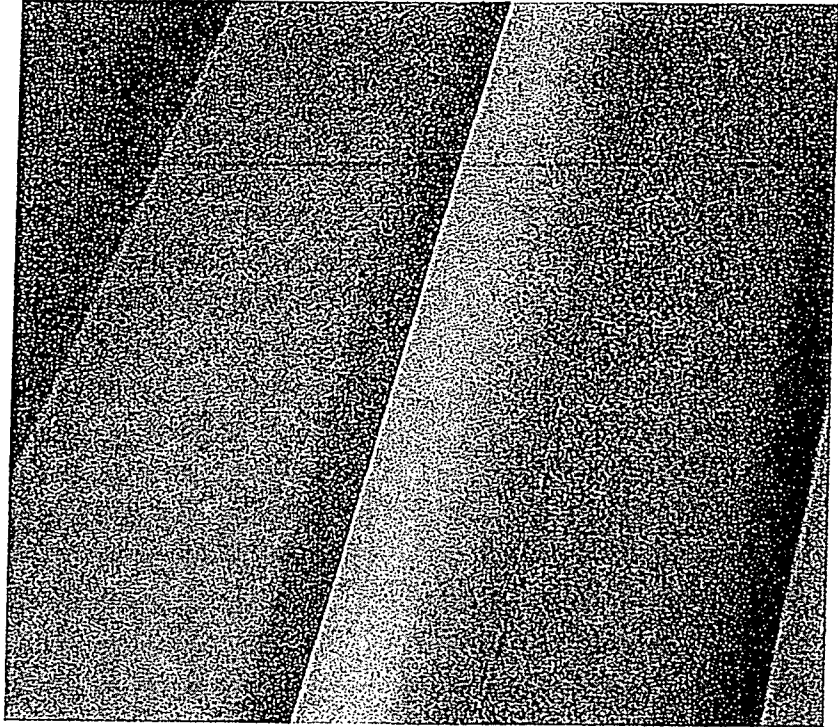
5th Day Farms Rescue Ranch

2428 Heyward Brockington Rd Columbia,...

Animal Rescue Service
Today Open 24 hours

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4 followers | 2,906 views

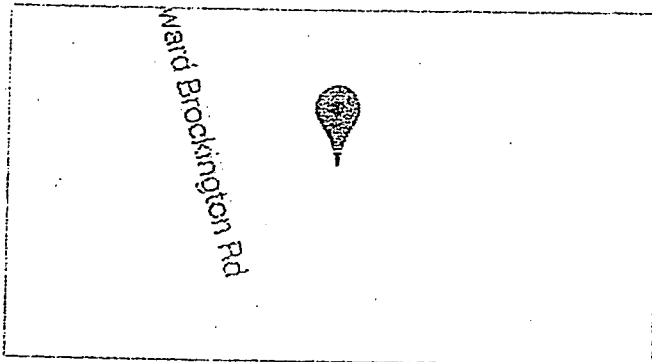
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Videos

Contact Information

2428 Heyward Brockington Rd Columbia, SC
29203

Animal Rescue Service • Today Open 24 hours

Review Summary

Wri

Be the first
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Photos

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Contact Information

Map of the business location

2428 Heyward Brockington Rd Columbia, SC 29203

Animal Rescue Service • Today Open 24 hours

Genesis 1:1-24

1 In the beginning God created the heaven and the earth.

23 and the evening and the morning were the fifth day.

24 and God said, let the earth bring forth the living creature after his kind, cattle, and creeping thing, and beast of the earth after his kind: and it was so.

Fifth Day Farms Rescue Ranch is a 501(c)(3) non-profit organization dedicated to providing shelter, care and rehabilitation for abused, neglected, abandoned, and unwanted animals, including animals that can no longer be cared for by their owners along with horses at risk of going to slaughter. Fifth Day Farms Rescue Ranch will adopt out each animal into a permanent caring and positive environment that is mutually beneficial to both animal and human, or the animal will remain at the Ranch until it crosses the "Rainbow Bridge."

Copy

The founding director of Fifth Day Farms Rescue Ranch is Judy Haley, who since 2001 has rescued many animals including horses, dogs, cats, goats, chickens, reptiles and even fish and continues to do so with love and devotion to all of God's creatures!

Fifth Day Farms Rescue Ranch has been incorporated in the State of South Carolina as a non-profit organization since 2013. The IRS granted the Ranch tax exempt status under 501(c)(3), a charitable organization in 2014. Please ask for the Tax ID number so you can use your donation as a tax deduction!

Google+ URL

[google.com/+5thDayFarmsRescueRanchColumbia](https://www.google.com/+5thDayFarmsRescueRanchColumbia)

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DRF

Shelby Raye
 4th Annual Chili Cook
 4th Annual Chili Cook
 Concert to Benefit J.
 Sabooner's Immo.
 Sunday, March 5,
 12:00pm

Join Event - 240 likes
 2015

Timeline About Photos Reviews More

About 5th Day Farms Rescue Ranch

Overview

PAGE INFO

Page Info

Start Date

Founded in November 2013

Milestones

Hours

Mon-Sat: 7:00 am-7:00 pm

Sun: 3:00 pm-7:00 pm

Page Owners

Short Description

Just a little piece of Heaven in the country!

The last stop for some of God's creatures, before
 exaltation!

Genesis 1:20-23, and on the 5th Day...

Impressum

Fifth Day Farms Rescue Ranch - non-profit
 (ask for Tax ID number for donations)
 Columbia/Blythewood, SC 29203
 judithdhaley@gmail.com
 Judith D. Miller-Haley - Owner/Operator

Email

judithdhaley@gmail.com

Website

http://www.essentiallyjudy.com

Cites (36)

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 5.0 of 5 stars · 2 reviews
[View Reviews](#)

ABOUT

☐ Ask for 5th Day Farms Rescue Ranch's phone

<http://www.essentiallyjudy.com/>
[Impressum](#)
[Post](#)
[Photo / Video](#)

Write something...



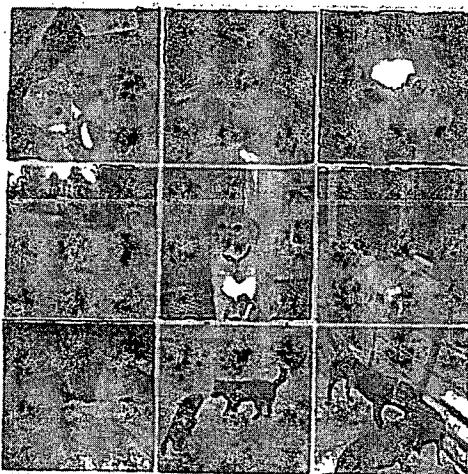
5th Day Farms Rescue Ranch added 7 new photos from September 15 to the album: Fred - 5.5 y/o Lab/Corgie Mix NM — at 5th Day Farms Rescue Ranch.
September 15 ·

Fred is a Yellow Lab and Corgie mix.

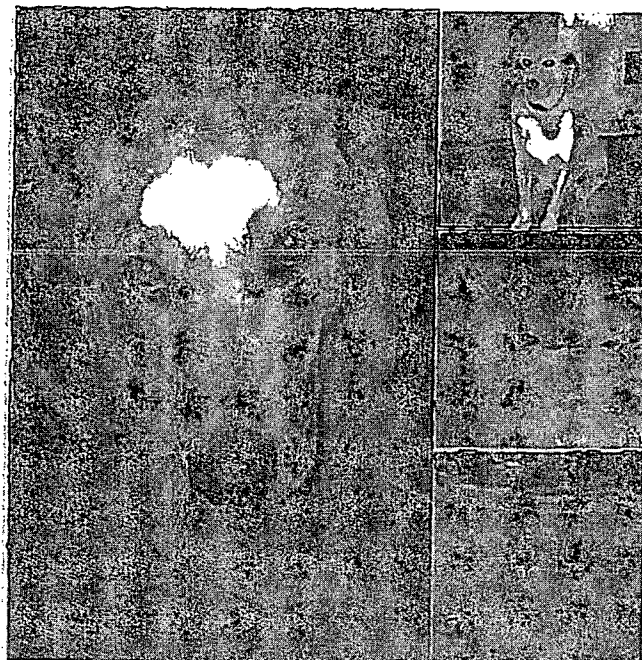
He is neutered and he is about 5 and a half years old DOB: 3/10/2010

He is the absolute sweetest dog on the ranch! He was trained as a companion dog from the time he was a puppy. That means he was trained not to lick people, not to jump up on people, and to stay beside his owner until released. He has lost some of his training, but he still makes an awesome companion dog!... [See More](#)

PHOTOS



VISITOR POSTS


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[Chat \(32\)](#)

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REVIEWS

5.0 5.0 of 5 stars • 2 reviews



Daniel Lynn Medlin — Deloris and I live around the corner off Blythewood rd about 2 miles. We would love to see the Farm.

January 1, 2014 • 2 Reviews

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Terry Atkins Medlin — January 1, 2014 • 3 Reviews

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Judith Scott Also participated in the killing of a kitten

[Like](#) · [React](#) · September 20 at 9:35pm


Write a comment...



5th Day Farms Rescue Ranch added 11 new photos to the album:

September 15 to the album: Lizzy - Pure Bred Black Lab -

1 1/2 y/o - SF — at 5th Day Farms Rescue Ranch

September 15

Lizzy is a pure bred Black Lab (no papers)

She is spayed and she is about a year and 1/2 old DOB: 4/6/2014

She is such a sweet girl! She has been through a lot since she has been at the ranch! She recovered from a near-death car accident, and then survived nearly having her foot cut off in something! She has completely recovered from both and is now healthy as can be! (A little over weight because she was babied so much during her recovery...but she will quickly run that... See More


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5th Day Farms Rescue Ranch added 17 new photos to the album: Abby - Black lab 1 y/o SF — at 5th Day Farms Rescue Ranch

September 15 at 1:05pm

Abby is a beautiful black lab. We aren't sure if she is purebred or if she is a mix yet.

She is spayed and she is 1 years old (DOB: 9/11/14)

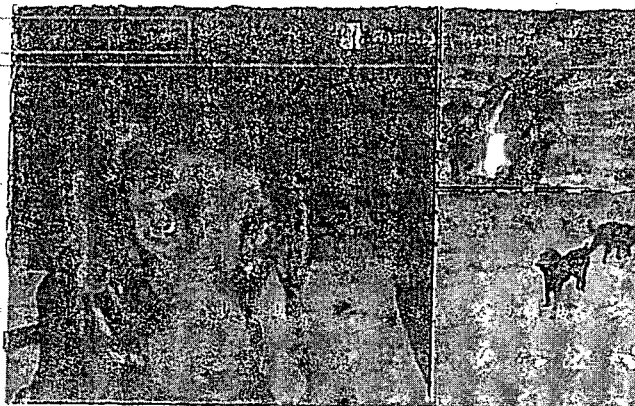
She is a super sweet girl and loves everyone!

She is great with kids, other dogs, cats, chickens and horses... See More



Chat (32)

5th Day Farms Rescue Ranch



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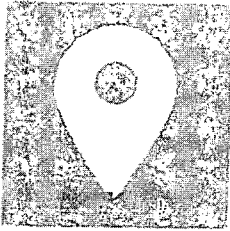
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5th Day Farms Rescue Ranch

Charity Organization

50 • 1 public ming

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Camp Ground Rd

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13 likes 27 visits

PHOTOS



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Charity Organization

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Leave No Paws Behind, Inc.
Charity Organization

Like



Middle Mutts
Charity Organization

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REVIEWS



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Roger Hovis —

Like Comment about 4 months ago

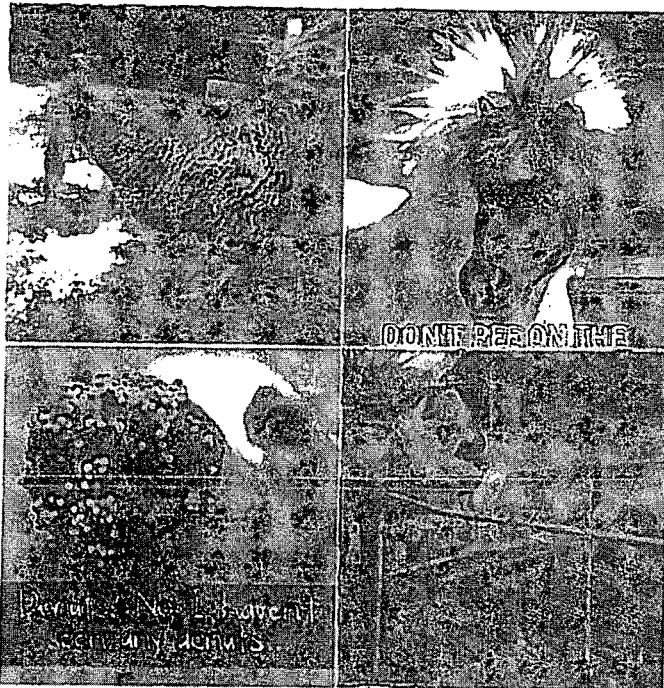
Posts about 5th Day Farms Rescue Ranch



5th Day Farms Rescue Ranch added 40 new photos to the album: Random Ranch Pictures! — at 5th Day Farms Rescue Ranch.
August 25

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We have fun here at the ranch ... and here is proof!



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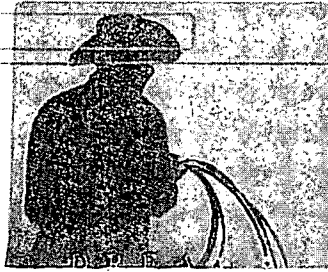


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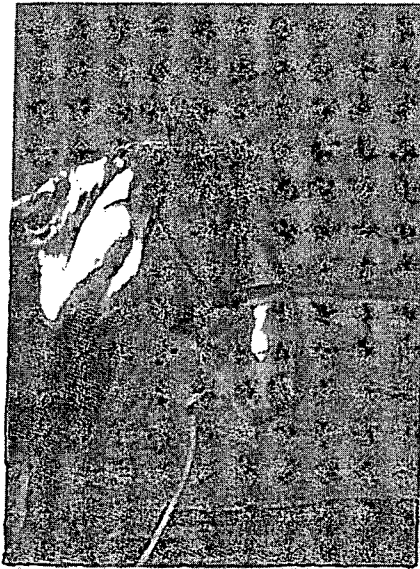
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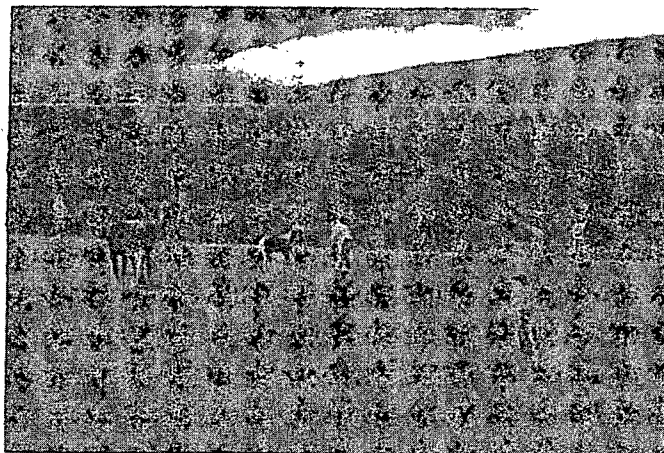
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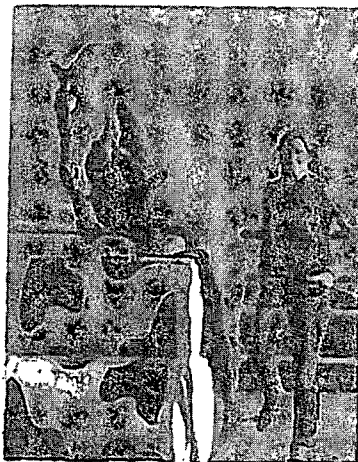
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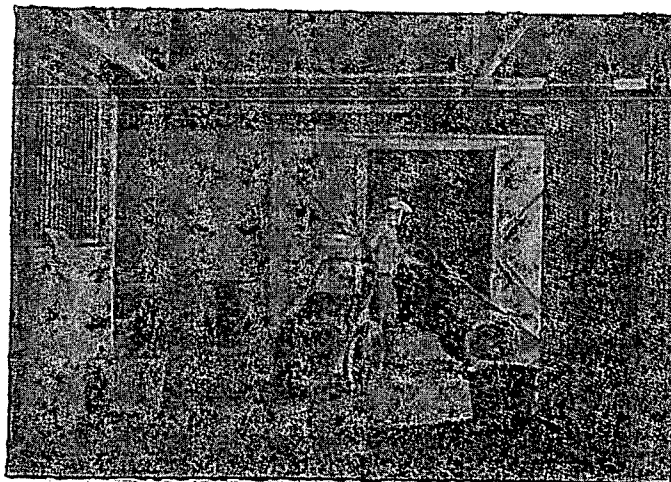
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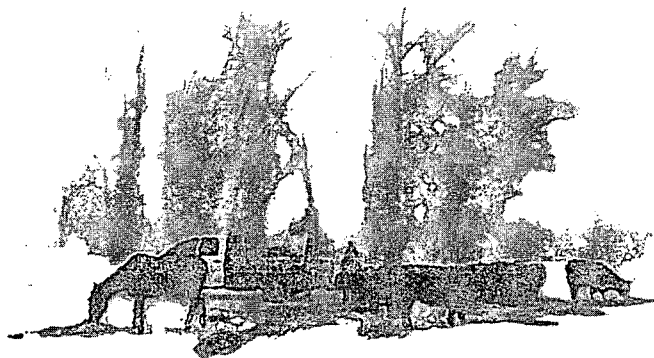
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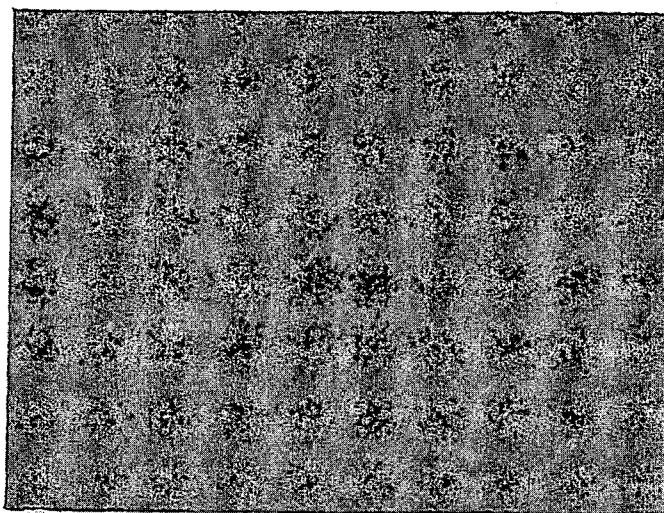
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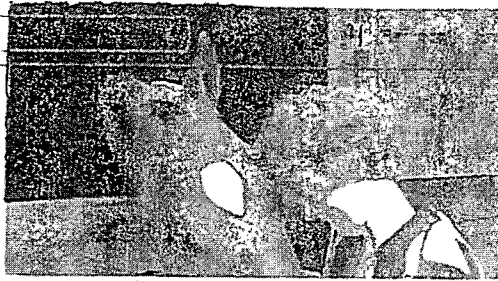


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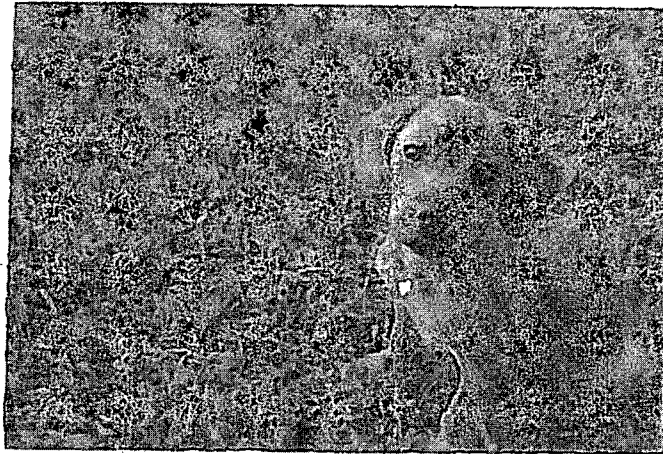
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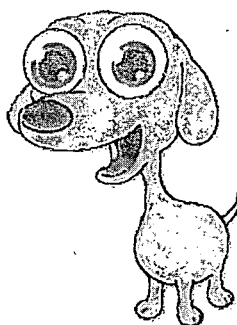
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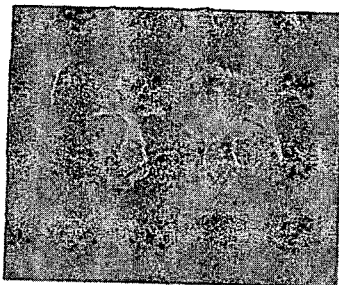
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I stopped stealing shoes, now I steal hearts!!!
I'm a happy girl!

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Rescue Prayer

-Anonymous

Now, I lay me down to rest... For my soul can stand this test
Of watching critters lose their homes... While owners grieve and cry and moan.

Long for strength of spirit that they'll find a loving home again
Where they will know a loving heart... I can't do much, but it's a start.

And spare me from the owner's pleas... About the baby's allergies.

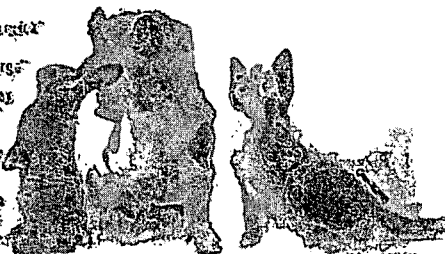
Or how they're moving out of state... Or spitefulness, 'tween cat and mate.

Please keep me sane while dealing with the woman who bought as a gift
A virginal, tiny ball of fluff that now is playing way too rough.

Reminded me (who didn't cry up
when confronted with "he grew too quick")
"I didn't know he'd get so large."
"He seems to think that he's in charge."

Protect my heart when I hear them say
"I think we're done with this one day"
Sometimes I think I'll be right there,
Each one brings their own set of fears.

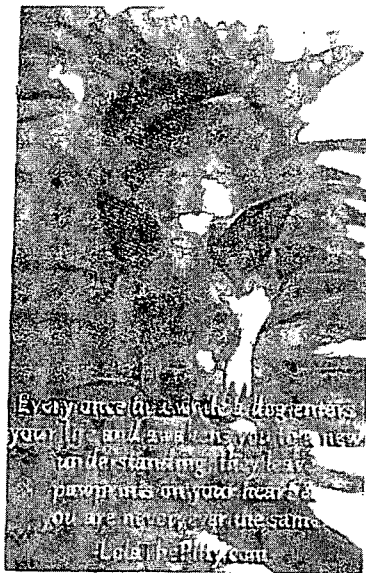
And I'll be there to help
I pray for happiness for all critters
My heart is open to all who bring
Love, please let us rescue together.



Shad (cat)

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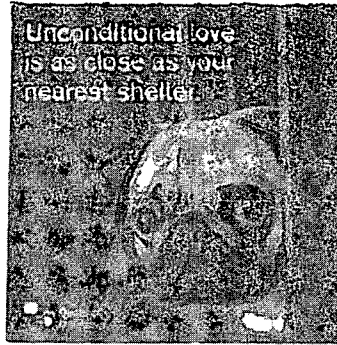
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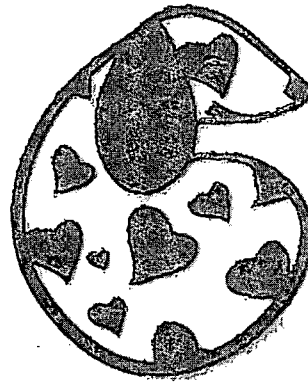
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Pet Adoption

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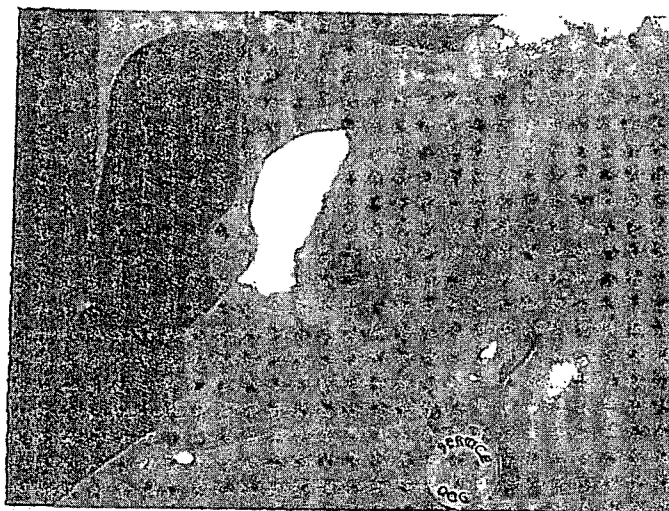
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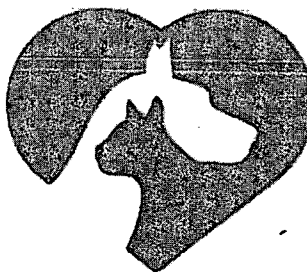
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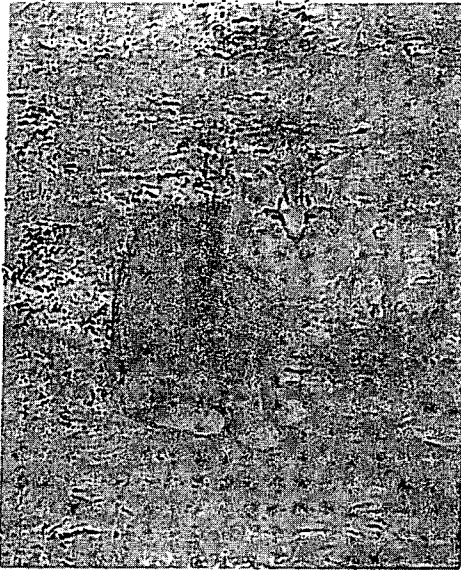
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the
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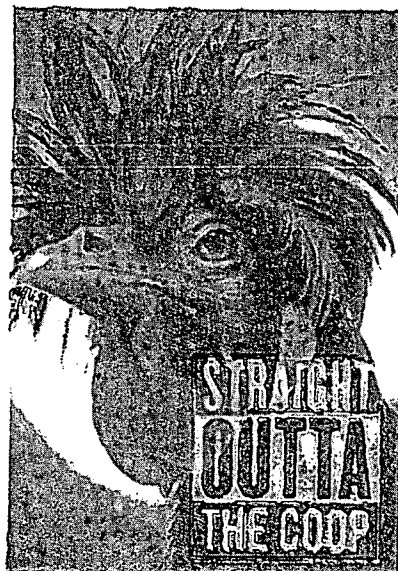
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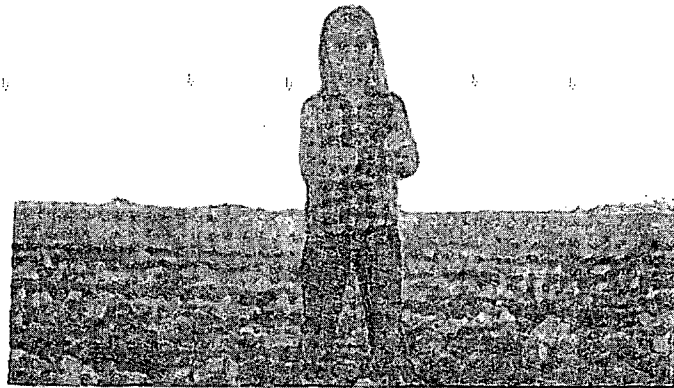
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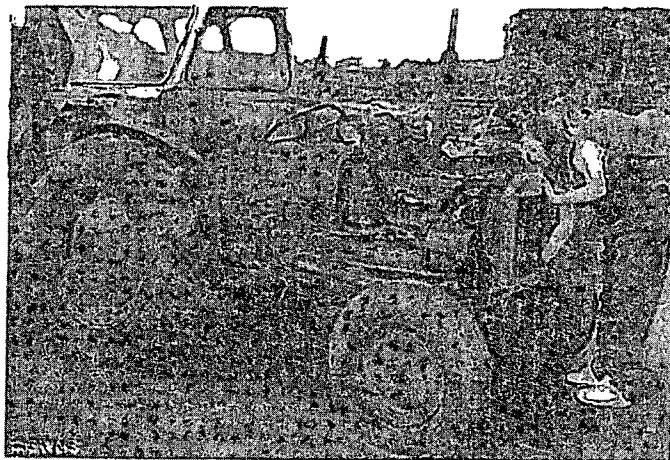
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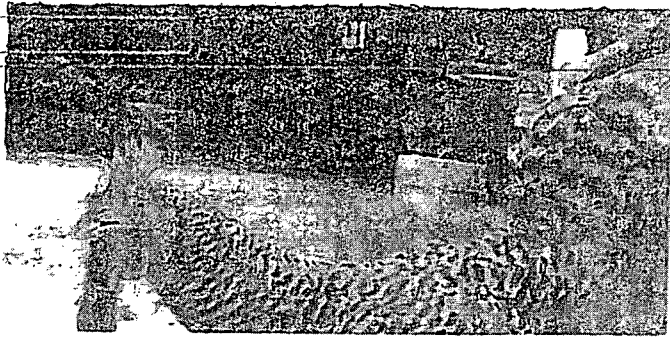


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Judy Miller

October 12 at 2:15pm · 21

Ok....I guess because I don't whine and complain, it is "assumed" that I am okay, and that this flood didn't even effect me.

Well ... Guess what???? I'm gonna start whining!!!

First things first, I have severe rheumatoid arthritis that is exacerbated when the barometric pressure goes low. So....in case you are not aware, tropical disturbances have a very low barometric pressure. So when one is out in the Atlantic, I am in exeruciating pain and can barely move... which makes it very difficult to clean up after a disaster like this.

Half of my house was completely flooded as water rushed in my sliding glass doors from the hill in my backyard. I am still cleaning up the mess from everything being soaked. All of my baseboards, doors, and anything on the floor is completely ruined.

Half of the crawlspace under my house is still flooded and God knows what is growing in the water now.

All of my wood floors are damaged and buckling.

My septic tank backed up into my house and it took a whole day to get it to drain out.

My roof leaked and went down the walls along the front of my house.... all of this is because the previous owner forged my name on an insurance check that was "accidentally" sent to her house for the roof damage last year....so I can't afford to fix the roof...nor can I get homeowners insurance until I fix the roof. Yep...it's a lovely thing being uninsured in a storm!!!

I was storing a ton of the previous owners items in a horse stall and my barn, and since my barn flooded, all of that was destroyed, and now I just need to throw it all away, and in the meantime it is a moldy, mildewy, disgusting mess.

All of the crap that the farmhands scattered all over my carport is soaking wet and still hasn't dried out!

I can't get my vehicle out of my driveway anymore, because of the "flood made canals" that have taken over and are getting bigger and bigger by the day!

Copy

LIST OF PERSONAL BELONGINGS

Below is a list of personal belongings that I left at 2428 Heyward Brockington when Judy and I separated on October 21, 2014. Please note, this list is not "all inclusive". I'm sure there are items that I cannot remember.

Golf clubs
Tools and Rolling tool box
Sailing bag
Board games
All of my Clothes
30/30 and ammo
Clips for Keltec 9mm
One- half of 9mm ammo
Panasonic 50" plasma TV
Pioneer Receiver
Sony Blu-Ray
Sub-woofer
Power strip
Klipsch Speakers
Scriptures
Blood pressure monitor
iPad charger base
iPad speakers
Korean jewelry box
Audio Compact Disks
Haley Family Photos
Large Portrait/Photograph of me at 5-7 years old.
Golf balls
Hats
Watches
Journals
Haley Family Genealogy documents and photos
Bowling balls
Bread maker
Chess set that my son, Robert, sent from Iraq

Copy

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee in the office of Samuel M. Price, Jr., Attorney for Plaintiff, and is a person of such age and discretion to be competent to serve papers.

That on May 10, 2017, she served a copy of the Motion for Reconsideration and Motion and Order Information Form and Coversheet by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at Newberry, South Carolina.

ADDRESSEE: Judith D. Haley now known as Judith B. Miller
2428 Heyward Brockington Road
Columbia, South Carolina 29203


RAMONA F. SHEALY

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4004639

William A Brazell

Judith D Haley

Geneva Brazell

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.
- ☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

The motion to reinstate case is denied
This case is dismissed with prejudice.

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
		\$
		\$
		\$

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.

Circuit Court Judge

Re Hood

Judge Code

2164

Date

4/25/17

For Clerk of Court Office Use Only

This judgment was entered on the 7 day of May, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this 2 day of May, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price Jr.

Judith D Haley

Judith D Haley

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court

Jeannette W. McBride

3. The Defendant, JUDITH B. MILLER, in her Counter-Claim, stated that this matter was filed erroneously by the Plaintiff, and therefore he has no grounds for Foreclosure. There exists no signed Mortgage, Note nor Deed, as the Plaintiff has refused to sign the Deed and provide same to Defendant, even after multiple requests to do so.

4. Therefore, due to the fact that no Mortgage nor Note exists in this matter, this matter should NOT be referred to the Master in Equity, as that office has no jurisdiction over this matter. The Defendant therefore, ask that this Court Dismiss this case, and deny the Plaintiff's Motion to refer this case to the Master-In-Equity on the grounds of Lack of Jurisdiction.

5. Plaintiff has filed numerous and very voluminous documents in order to harass, over burden and attempt to confuse Defendant, and Defendant asks that this Court issue it's Order of Dismissal WITH Prejudice, in an attempt to curtail Plaintiff's willful and wonton harassment of the Defendant and the Plaintiff's attempt to over-burden this Court and The People with undue expenses.

6. Plaintiff agreed to execute a General Warranty Deed upon the signing of the initial Contract on November 13, 2013. Plaintiff was given the Deed and copies of the Mortgage and Mortgage Note, and they agreed upon the terms of all documents. The Defendant has since asked the Plaintiff numerous times to sign the Deed, and has never been given said Deed. Plaintiff advised that they "lost" the documents, so therefore, Defendant sent the Deed to Plaintiff's attorney on March 17, 2015. Plaintiff's attorney acknowledged receipt. Plaintiff is asking that this Court issue it's Order directing Plaintiffs to immediately execute a General Warranty Deed to Defendant.

Copy

WHEREFORE, having fully responded and Objected To Plaintiff's Motion To Reinstate Case And Motion To Reverse Dismissal And Amended Notice Of Motion And has upon good cause, has stated her Motions herein, the Defendant prays as follows:

- (a) That the Plaintiffs' Complaint be dismissed with prejudice.
- (b) That the Plaintiff's Motion To Reinstate Case and Motion To Reverse Dismissal and Amended Notice Of Motion be dismissed with prejudice.
- (c) That the Defendant be awarded all costs of this action including any and all reasonable fees and costs.
- (d) In the alternative, for an Order of this Court awarding all claims as stated in the Defendant's Counterclaim filed herein.
- (e) For an Order of this Court directing Plaintiffs to immediately execute a General Warranty Deed to Defendant.
- (f) And for such other and further relief as the Court deems just and proper.



JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

Columbia, South Carolina
April 24, 2017



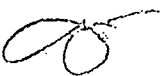
Copy

CERTIFICATE OF SERVICE

I, Judith B. Miller, hereby certify that on the 24th day of September, 2017, I served the above Response and Objection To Plaintiff's Motion To Reinstate Case and Motion To Reverse Dismissal and Amended Notice Of Motion and Defendant's Motion to Dismiss, through their attorney, Samuel M. Price, Jr., at 1413 Main Street, P.O. Box 836, Newberry, SC 29108 by mailing same through the United States Postal Service and emailing a copy to the Plaintiff's attorney at the email address provided to the Court.


JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

FALSE! on April 25, 2017
Hearing started! Amended to ME as
JMP



A

Copy

MORTGAGE NOTE

Richland County, Columbia, South Carolina

March ____, 2015

2426-2428 Heyward Brockington Road, Columbia, SC 29203

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 99,100.00 (this amount is called "principal"), plus interest, less any amounts paid according to the Contract between the parties dated April 9, 2014, to the order of the Lender. The Lender is **WILLIAM A. BRAZELL**. The Lender is called the "Note Holder". This Note is not transferrable by any party to this Note.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 2%.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on April 1, 2015. I will make these payments every month until I have paid all of the principal and interest that I may owe under this Note.

I will make my monthly payments at P.O. Box 146, Prosperity, SC 29127 or at a different place if required by the Note Holder

(B) Amount of Monthly Payments

My initial monthly payment will be in the amount of U.S. \$500.00 and will continue monthly until paid in full.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my/our monthly payment unless the Note Holder agrees in writing to those changes. In the case of Note Holder's death, this Note and the associated Mortgage will be deemed paid in full and this Note shall cease and be utterly null and void.

Copy

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment within ten (10) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be twenty dollars (\$20.00). I will pay this late charge promptly but only once on each late payment. This late charge is to compensate the Note Holder for their inconvenience and is not to be considered additional principal or interest.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days of the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may, but is not required to, send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the amount due which has not been paid and all the interest that I owe on that amount.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

6. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated above or at a different address if I am given a notice of that different address.

7. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, (the "Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

Witness the Hand and Seal of the Undersigned.

Witness

Witness

JUDITH D. HALEY

Copy

Recording Requested By and
When Recorded Mail to:

Judith D. Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Recording Time, Book & Page

SOUTH CAROLINA MORTGAGE

Mortgagor:

Judith D. Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Mortgagee:

William A. Brazell
P.O. Box
Prosperity, SC

COUNTY: RICHLAND

TAX MAP NUMBERS 09800-05-40 & 09800-05-39:

CITY: COLUMBIA

WHEREAS Mortgagor in and by that certain note (hereinafter the "Note"), bearing the date hereof is justly indebted to Mortgagee in the sum of NINETY THOUSAND AND ONE HUNDRED and no/100 Dollars (\$99,100.00) less any and all amounts that have been paid pursuant to the Contract between the parties dated April 9, 2014, together with interest as set forth in the Note and payable according to the Note and conditions thereof.

NOW, KNOW ALL MEN BY THESE PRESENTS that, (a) to secure the payment and performance of the Note and any renewal, extension or modification thereof to Mortgagee according to the conditions of the Note; and (b) also to secure in accordance with Section 29-3-50 Code of Laws of South Carolina 1976, as amended: all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the Note and all renewals, extensions and modifications thereof; provided, however, that: (i) nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Mortgagor and (ii) the maximum amount of all indebtedness outstanding at any one time secured hereby shall not exceed twice the face amount of the Note, plus interest thereon and costs of collection (including court costs and reasonable attorneys' fees); and (c) in consideration of the further sum of Three Dollars (\$3.00) to Mortgagor in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained, sold, and released, and by these presents does hereby grant, bargain, sell, release and convey unto Mortgagee the real estate (the "Premises") described as follows:

2426 Heyward Brockington Road, Columbia, SC 29203 – Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 278.7' x 100')

... and...

2428 Heyward Brockington Road, Columbia, SC 29203 – Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sq ft)

Property Description is attached hereto and made a part hereof.

Plats of the subject properties are recorded in Plat Book _____ at Page _____ and Plat Book _____ at Page _____.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D195 at Page 459.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D842 at Page 22.

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

Copy

AND IT IS AGREED, by and between the parties, that Mortgagor and Mortgagor's heirs, successors and assigns shall insure such buildings or other improvements as may be constructed on the Premises and keep the same insured from loss or damage by fire in the sum of the actual cash value thereof and assign the policy of insurance to Mortgagee, and Mortgagee's heirs, successors and assigns. And in case Mortgagor shall at any time neglect or fail to do so, then the holder of this Mortgage may cause the same to be insured in Mortgagee's own name, and all amounts so expended shall be secured by this Mortgage and be due and payable by Mortgagor to Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED, that Mortgagor, and Mortgagor's heirs, successors and assigns, shall pay promptly all taxes assessed and chargeable against the Premises; and in default thereof, that the holder of this Mortgage may pay the same, and all amounts so expended shall be secured by this Mortgage and be due and payable by Mortgagor to Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED that in the case of foreclosure of this Mortgage, by suit or otherwise, Mortgagee shall recover of Mortgagor a reasonable sum as attorney's fees, which shall be secured by this Mortgage and shall be included in any judgment of foreclosure.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if Mortgagor does truly pay, or cause to be paid unto Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the Note and conditions thereunder written, then this Mortgage shall cease and be utterly null and void, but shall otherwise remain in full force and effect. Additionally, in the case of Mortgagee's death, this Mortgage and Note will be deemed paid in full and then this Mortgage shall cease and be utterly null and void, or Mortgagor may file a Satisfaction of Mortgage as soon as practical thereafter

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed under seal this ____ day of March, 2015.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1

MORTGAGOR:

Witness #2

JUDITH D. HALEY

(SEAL)

STATE OF SOUTH CAROLINA

Acknowledgment for Individual Mortgagor

COUNTY OF RICHLAND

I, a Notary Public for South Carolina, do hereby certify that JUDITH D. HALEY, Mortgagor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of March, 2015.

Notary Public for South Carolina

My Commission Expires:

Copy

Recording Requested By and

When Recorded Mail to:

Judith Dawn Blake Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Recording Time, Book & Page

SOUTH CAROLINA GENERAL WARRANTY DEED

COUNTY: Richland

TAX MAP NUMBERS: 09800-05-40 & 09800-05-39

CITY: Columbia

Grantor

WILLIAM A. BRAZELL
P.O. Box 146
Prosperity, SC 29127

Grantee

JUDITH DAWN BLAKE HALEY
2428 Heyward Brockington Road
Columbia, SC 29203

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described as follows:

2426 Heyward Brockington Road, Columbia, SC 29203 – Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 278.7' x 100')
... and...

2428 Heyward Brockington Road, Columbia, SC 29203 – Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sqft)

Property Description is attached hereto and made a part hereof.

Plats of the subject properties are recorded in Plat Book _____ at Page _____ and Plat Book _____ at Page _____.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D195 at Page 459.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D842 at Page 22.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's heirs successors and assigns forever. The Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Copy

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal this ____ day of March, 2015

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:

Witness #1

WILLIAM A. BRAZELL

(SEAL)

Witness #2

STATE OF SOUTH CAROLINA

Acknowledgment for Grantor

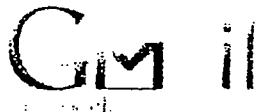
COUNTY OF _____

I, a Notary Public for South Carolina, do hereby certify that WILLIAM A. BRAZELL, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of March, 2015.

Notary Public for South Carolina

My Commission Expires:



Judy . <judithdhaley@gmail.com>

Copy

Brazell

1 message

Judy Haley <judithdhaley@gmail.com>
To: rshealy517@hotmail.com

Tue, Mar 17, 2015 at 1:04 PM

Ramona:

I apologize for the delay in getting this to you.

Yesterday I sent it to you, but left off the "r" of your email address! In checking it today, I saw the error.

Anyway, can you please print this out for William Brazell to sign. Brenda said that you are a Notary so I hope it won't be a problem.

I am sending the Mortgage for them to see, but it is for my signature.

I am going to my attorney's office today to sign the Mortgage and Note, and I will send it to them as soon as it is signed.

If you could please mail the signed Deed to me (Priority Mail please), I would greatly appreciate it. I will reimburse you for any mailing costs. My address is:
2428 Heyward Brockington Road, Columbia, SC 29203.

Thank you very much for your help.

Judith Haley

2 attachments

 Deed Brazell to Haley.docx
37K

 Mortgage Haley to Brazell March 2015.docx
39K

Copy



CONTRACT FOR LEASE & SALE RESIDENTIAL



1. **PARTIES:** This Contract of Sale is entered into on November 13, 2013 between

Buyer(s) JUDITH D. HALEY AND MICHAEL D. HALEY (hereinafter called "Buyer"), and

Seller(s) WILLIAM A. BRAZELL AND GENEVA J. BRAZELL LIFE TRUST (hereinafter called "Seller").

Seller represents that this Offer is (x) is not () subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

** See Deeds for accurate description*

Lot _____ Block _____ Phase _____ Subdivision _____

Address: 2426 and 2428 Heyward Brockington Road, Columbia, SC 292023

TMS# 09800-05-40 and 09800-05-39 County of Richland, State of South Carolina.

3. **PRICE:** The purchase price is \$

94,600⁰⁰ (Ninety four thousand, six hundred)

4. **EARNEST MONEY:**

A. \$ 0 Earnest money is paid by: Check () Cash () Other ()

B. \$ 0 Additional earnest money to be delivered on or before _____

C. Earnest money to be held in trust by _____ (Escrow Agent).

~~D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-53-135 (1976). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.~~

BUYER

[Signature]
Initials

Date

11-19-13

SELLER

[Signature]
Initials

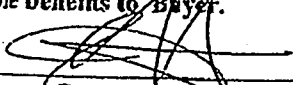
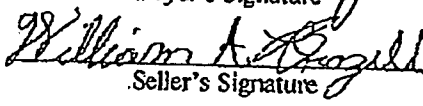
Date

11-19-13

Copy

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

	(L.S.)	<u>Judith D Haley</u>	<u>11-19-13</u>
Buyer's Signature		Buyer's Printed or Typed Name	Date
	(L.S.)	<u>Michael D. Haley</u>	<u>11-19-13</u>
Buyer's Signature		Buyer's Printed or Typed Name	Date
	(L.S.)	<u>William A. Brazell</u>	<u>11-19-13</u>
Seller's Signature		Seller's Printed or Typed Name	Date
_____	(L.S.)	_____	_____
Seller's Signature		Seller's Printed or Typed Name	Date

Buyer's Agent/Company acknowledges Buyer is a Client () Customer () Agent's Telephone Number _____

Seller's Agent/Company acknowledges Seller is a Client () Customer () Agent's Telephone Number _____

~~This section is not to be completed until the conditions of paragraph 20B are fulfilled~~

CONTRACT ACCEPTED BY BOTH PARTIES AT 3 O'CLOCK P M (ET) ON 11-19-13 DATE

ACCEPTANCE ENTERED BY  (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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B2042/3507
Copy**CONTRACT in lieu of Deed**

This Contract is made on April 9th, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

This CONTRACT is regarding the property, residence and barn located at:

2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013 is \$4,500.00. Value/consideration at closing will be \$9,000.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sq ft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing will be \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring the Deed regarding 2428 into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.
7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.

B. B. [Signature]



STATE OF SOUTH CAROLINA

COUNTY OF Richland

William A. Brazell, Indv + as
Personal Rep of the Estate Plaintiff(s)
of Bernia J. Brazell, deceased
vs.

Judith D. Haley, now known as
Judith B. Miller Defendant(s)

Submitted By: Judith B. Miller
Address: 2428 Heyward Brookington Rd
Columbia, SC 29203

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP-40 04639

SC Bar #: Pro Se
Telephone #: 803 315 5384
Fax #: none

Other:
E-mail: judythdhalley@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)

- | | | | |
|---|--|---|--|
| ☐ Contract
☐ Construction (100)
☐ Debt Collection (110)
☐ General (120)
☒ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☒ Other (199) _____ | ☐ Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | ☐ Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | ☐ Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☒ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| ☐ Inmate Petitions
☐ PCR (500)
☐ Mandamus (510)
☐ Habeas Corpus (530)
☐ Other (599) _____ | ☐ Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____ | ☐ Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799) _____ | ☐ Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| ☐ Special/Complex /Other
☐ Environmental (600)
☐ Automobile (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an
Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

Submitting Party Signature: _____

Date: Sept 20, 2016

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

Copy

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO: 2016-CP-40-04639

William A. Brazell, Individually and as
Personal Representative of the Estate of
Geneva J. Brazell, deceased,

Plaintiff,

vs.

Judith B. Haley,
now known as,
Judith B. Miller

Defendant.

DEFENDANT'S ANSWER
TO PLAINTIFFS' COMPLAINT
AND
DEFENDANT'S COUNTERCLAIM

2016 SEP 20 PM 1:59
FILED
RICHLAND COUNTY
JEANETTE W. MCBRIDE
Clerk, C.S.

The Defendant answers the Plaintiffs' Complaint herein and files this her Counterclaim as follows.

FOR A FIRST DEFENSE AND FIRST COUNTERCLAIM

The Plaintiffs' Complaint is in direct violation of South Carolina Code of Laws Section 15-67-20, wherein the Plaintiffs are seeking more than one action for recovery of real property.

FOR A SECOND DEFENSE

The Defendant denies each and every allegation of the Plaintiffs' Complaint not hereinafter specifically admitted, qualified, or explained.

As to the allegations set forth in Paragraph 1 of the Plaintiffs' Complaint, the Defendant admits same, only as far as her personal knowledge.

As to the allegations set forth in Paragraph 2 of the Plaintiffs' Complaint, the Defendant admits same.

5. As to the allegations set forth in Paragraph 3 of the Plaintiffs' Complaint, the Defendant denies that the claim has any merit or that the Plaintiffs are entitled to any declaratory, injunctive or monetary relief requested.

6. As to the allegations set forth in Paragraph 4 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

7. As to the allegations set forth in Paragraph 5 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

8. As to the allegations set forth in Paragraph 6 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

9. As to the allegations set forth in Paragraph 7 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

10. As to the allegations set forth in Paragraph 8 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

11. As to the allegations set forth in Paragraph 9 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

12. As to the allegations set forth in Paragraph 10 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

13. As to the allegations set forth in Paragraph 11 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

14. As to the allegations set forth in Paragraph 12 of the Plaintiffs' Complaint, the Defendant denies same, and states that the claim has no merit and that the Plaintiffs are not entitled to any declaratory, injunctive or monetary relief requested, in addition, the Defendant craves reference to the applicable South Carolina statutory law and/or Rules of Civil Procedure.

15. The Defendant denies the allegations and relief sought as set forth in the prayer/request of the Plaintiffs.

FOR A THIRD DEFENSE AND SECOND COUNTERCLAIM

16. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

17. The Plaintiffs' claim should be dismissed as it is barred by the doctrine of estoppel by laches.

FOR A FOURTH DEFENSE AND THIRD COUNTERCLAIM

18. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

19. The Plaintiffs lack standing to bring this action.

FOR A FIFTH DEFENSE AND FOURTH COUNTERCLAIM

20. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

21. The Plaintiffs' claim is barred by the defense of mootness.

FOR A SIXTH DEFENSE AND FIFTH COUNTERCLAIM

22. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

23. This Court lacks subject matter jurisdiction over the Plaintiffs' claims. The Defendants therefore reserve the right to file a motion pursuant to Rule 12(b), FRCP.

DEFENDANT'S AFFIRMATIVE AND OTHER DEFENSES

AND COUNTERCLAIM

24. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

25. Plaintiff and Defendant entered into binding Contracts on November 13, 2013 and April 9, 2014. These contracts were entered into due to the fact that the home was vacant and in horrible disrepair, had been broken into on numerous occasions, and Plaintiff was unable to pay any taxes, insurance and utilities on the home for two (2) years and the home was pending a tax sale. As is stated in the Contract, the Defendant took possession of the property on November 19, 2013, paid all tax payments, reinstated the homeowners insurance and reconnected all utilities. (See Contract in Lieu of Deed par. 2.) Defendant paid the delinquent property taxes in the amount of \$688.43 and \$209.20 for a total of \$897.63 to prevent the home from being sold at the State Real Estate Auction.

26. These Contracts state that Defendant is purchasing the home and Plaintiff is selling the home for the amount of \$90,100.00. These Contracts state that Defendant is also purchasing an adjacent parcel of land and Plaintiff is selling the adjacent parcel of land for the amount of \$9,000.00.

27. Plaintiffs have breached this Contract by refusing to comply with the Contract wherein they were to deliver a Deed to the Defendant as soon as Geneva J. Brazell was deceased as is referenced in paragraph 2 of the Contract in Lieu of Deed.

28. Plaintiffs have breached this Contract by not transferring the Deed at 2426 Heyward Brockington Road, although payment has exceeded the amount that was to be paid. See Contract in Lieu of Deed paragraphs 2 and 10.

29. Plaintiffs have breached this contract by refusing to comply with the Contract wherein they agreed to accept, and the Defendant agreed to execute, a Mortgage for any and all

balances that was due to them at the time of Mrs. Brazell's death as is referenced in paragraph 2 of the Contract in Lieu of Deed. Upon learning of Geneva J. Brazell's death, Defendant signed said Mortgage and Note and delivered same to Plaintiff's attorney on March 17, 2015.

30. Defendant has been damaged as a direct and proximate result of Plaintiff's breach, wherein Defendant has been unable to obtain homeowners' insurance on the properties, has been unable to reclassify the properties and other damages as a direct result of Plaintiffs' breach of contract.

31. Defendants deny plaintiff has sustained any damage, deny the nature and extent of damage (if any) and deny they caused plaintiff to sustain any damage. Plaintiff has only benefitted from Defendant's possession of the property.

32. The claims are barred by the doctrines of consent, waiver, estoppel or acquiescence.

33. The claims are barred by the doctrine of unclean hands and other equitable defenses.

34. Plaintiffs unlawfully retained a homeowners' insurance settlement in the amount of \$6,318.00 from Auto-Owners Insurance, due to hail and windstorm damage to the roof on May 27, 2014. This unlawful retention has caused severe damage to the home and its contents due to the fact that Defendant was unable to repair and replace the roof, and further extensive damage occurred during the floods of October, 2015 in excess of \$10,000.00. Defendant has been advised by Auto-Owners Insurance and she believes that Plaintiffs have cashed the settlement check and have no intention to replace the roof.

35. Plaintiffs on numerous occasions, asked Defendant to purchase items for the Plaintiff, in order to evade the United States Government, and risk losing his Social Security benefit, wherein Defendant refused to cooperate.

36. Plaintiffs directly evaded transferring the properties to Defendant, due to the fact that they would need to split the proceeds with his mother, Geneva J. Brazell, who was an invalid in a nursing home, and was still alive. He demanded that we wait until her death so he could forgo any liability associated with the transfer.

37. Plaintiffs presented Defendant with a Power of Attorney wherein William Brazell was appointed Attorney in Fact for Geneva J. Brazell. It has since come to the attention of Defendant that this Power of Attorney was revoked on February 20, 2008, and William Brazell's sister was appointed Attorney in Fact through a subsequent Power of Attorney, therefore William Brazell had no authority to execute any documents on behalf of Geneva J. Brazell, while she was then living.

38. Plaintiffs have suffered no harm as a consequence of the allegations set forth in the complaint. Plaintiffs have only benefitted from Defendant's possession of the properties. As referenced in paragraphs 2 and 9 of the Contract in Lieu of Deed, Defendant took possession of the properties to repair and further prevent the mold and mildew that existed in the home from lack of air conditioning over an extended period of time, and to save the home from tax sale due to non-payment of property taxes.

39. Defendant has been damaged as a direct and proximate result of Plaintiff's breach, wherein Defendant has been storing Plaintiffs' possessions (which entails the entire contents of the home, including extensive personal possessions of Geneva J. Brazell) since taking possession of the properties on November 19, 2013. Plaintiff is indebted to Defendant for reasonable and

necessary storage fees in excess of \$3,000.00, which represents \$125.00 per month from November 2013 to the present.

40. Plaintiff is indebted to Defendant in the amount of \$6,614.26 for damages caused by the floods in October 2015, for which Plaintiff refuses to pay and are responsible for paying due to their direct and unlawful withholding of the insurance settlement funds, and the refusal to replace the roof of the home.

41. Plaintiff is withholding funds in the amount of \$6,318.00 from the homeowners' insurance company which were specifically for the repair and replacement of the roof at the subject residence. Due to this unlawful holding of funds, and subsequently not replacing the damaged roof, the Defendant has incurred damages in the amount of \$10,603.72.

42. Pursuant to paragraph 12 of the Contract in Lieu of Deed, "all amounts paid by BUYER for taxes, insurance and improvements will be credited against the Sales Price listed above at closing." Defendant has paid towards the contract in excess of \$20,082.16, and this amount continues to increase daily, as repairs are continuing to be made to the property due to Plaintiff's willful breach of the Contract. As is referenced in the Contract in Lieu of Deed, Defendant paid, as of the signing of the contract on April 9, 2014, a total of \$5,820.09. Since that time, an additional \$14,262.07 has been paid towards the Contract by Defendant. As of the filing of this document, Defendant has paid in excess of \$20,082.16 toward the satisfaction of the Defendants obligation towards the purchase price in the Contract in Lieu of Deed.

JURY DEMAND

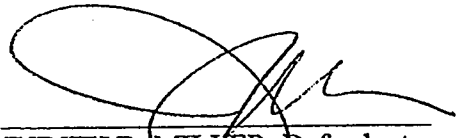
43. Defendant hereby requests a trial by jury on its above counterclaim.

WHEREFORE, having fully answered the Plaintiff's Complaint, and stated her Counterclaim herein, the Defendant prays as follows:

Copy

CERTIFICATE OF SERVICE

I, Judith B. Miller, hereby certify that on the 19th day of September, 2016, I served the above answer and Counterclaim upon the Plaintiffs, through their attorney, Samuel M. Price, Jr., at 1415 Main Street, P.O. Box 836, Newberry, SC 29108 by mailing same through the United States Postal Service and emailing a copy to the Plaintiff's attorney.


JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

BERNETTE W. MCBRIDE
C.C.P. & G.S.

2016 SEP 20 PM 1:59

RICHLAND COUNTY
FILED

Copy

- (a) That the Plaintiffs' Complaint be dismissed with prejudice.
- (b) That the Defendant be awarded all costs of this action including any and all reasonable attorney's fees.
- (c) For an Order of this Court awarding all claims as stated in the Defendant's Counterclaim.
- (d) For an Order of this Court directing Plaintiffs to immediately execute a General Warranty Deed to Defendant.
- (e) And for such other and further relief as the Court deems just and proper.

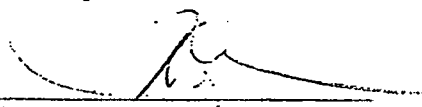


JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

Columbia, South Carolina
September 19, 2016

CERTIFICATE OF SERVICE

I, Judith B. Miller, hereby certify that on the 19th day of September, 2016, I served the above Answer and Counterclaim upon the Plaintiffs, through their attorney, Samuel M. Price, Jr., at 1413 Main Street, P.O. Box 836, Newberry, SC 29108 by mailing same through the United States Postal Service and emailing a copy to the Plaintiff's attorney.



JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

NOTICE OF CASE SCHEDULING

November 04, 2016

Copy



Case 2016CP4004639 - William A Brazell , plaintiff, et al vs Judith D Haley has been added to the following Court Roster:

Roster ID: 627 - NON JURY TRIAL ROSTER DECEMBER 5, 2016
ROSTER MEETING COURTROOM 2C

This case has been assigned as priority 11 of 15 cases scheduled for the court period of 12/5/2016 through 12/9/2016

A roster meeting will be held on Monday December 5, 2016 at 9:00 AM before Judge DeAndrea G. Benjamin in Courtroom 2-C. This is a backup docket to the Jury Trial Roster. ALL cases on this Roster are subject to trial. ATTENDANCE AT THE ROSTER MEETING IS MANDATORY. PLEASE NOTIFY THE COURT IN WRITING IF YOUR CASE IS SETTLED. Failure to appear or send a representative on your behalf may result in dismissal of the case.

Any request for a continuance is considered a motion and requires a \$25.00 Motion fee, which must be paid at the time of the request. If a Status Conference is necessary or would be helpful, please contact my office by email (dbenjaminlc@sccourts.org).

we need mediation first

Mail Notice To:

Judith D Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Court Info:

Richland County Common Pleas
Richland County Judicial Center
1701 Main Street
Columbia, SC 29201-9201

If you have any questions regarding the scheduling of this case, please contact the courts at:

(803)576-1999

Respectfully,

Jeanette W. McBride
Clerk of Court

*for Ann → moved
Jan 9th 9:00
Courtroom 2-C
Judge DeAndrea
G. Benjamin*

NOTICE OF CASE SCHEDULING

December 9, 2016

Copy



Case 2016CP4004639 - William A Brazell , plaintiff, et al vs Judith D Haley has been added to the following Court Roster:

**Roster ID: 648 - NON JURY TRIAL ROSTER JANUARY 9, 2017
ROSTER MEETING COURTROOM 2-C**

This case has been assigned as priority 14 of 30 cases scheduled for the court period of 1/9/2017 through 1/13/2017

A roster meeting will be held on Monday January 9, 2017 at 9:00 AM before Judge DeAndrea G. Benjamin in Courtroom 2-C. This is a backup docket to the Jury Trial Roster. ALL cases on this Roster are subject to trial. ATTENDANCE AT THE ROSTER MEETING IS MANDATORY. PLEASE NOTIFY THE COURT IN WRITING IF YOUR CASE IS SETTLED. Failure to appear or send a representative on your behalf may result in dismissal of the case.

Any request for a continuance is considered a motion and requires a \$25.00 Motion fee, which must be paid at the time of the request. If a Status Conference is necessary or would be helpful, please contact my office by email (dbenjaminlc@sccourts.org).

Mail Notice To:

Judith D Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Court Info:

Richland County Common Pleas
Richland County Judicial Center
1701 Main Street
Columbia, SC 29201-9201

If you have any questions regarding the scheduling of this case, please contact the courts at:

(803)576-1999

Respectfully,

Jeanette W. McBride
Clerk of Court

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4004639

William A Brazell

Judith D Haley

Geneva Brazell

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.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (vol. consult);
☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: Plaintiff attorney noticed, however not present in Court. Case dismissed for lack of prosecution.

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
		\$
		\$
		\$

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.

Circuit Court Judge [Signature]

Judge Code 2161

Date 1-25-17

For Clerk of Court Office Use Only

This judgment was entered on the 30 day of Jan, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this 30 day of Jan, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price Jr.

Judith D Haley

Judith D Haley

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S).

Court Reporter _____

Clerk of Court [Signature]

Brazell v. Haley - Case No: 2016-CP-40-04639

2 messages

Judy Miller <judyblakemiller@gmail.com>

Wed, Mar 8, 2017 at 1:49 PM

To: dbenjamin@sccourts.org, Judy Miller <judyblakemiller@gmail.com>

Re: Brazell v. Haley - Case No: 2016-CP-40-04639

Dear Judge Benjamin,

I am just now, today, in receipt of numerous documents from Mr. Samuel Price regarding the above matter.

Please be advised that I OBJECT to his Motions, and any proposed Orders that were sent to you.

Mr. Price should not be allowed a reinstatement, as he failed to show at both hearings that were scheduled in this matter.

The first hearing was rescheduled for December 5, 2016, which he failed to appear. It was then rescheduled to January 9, 2017. He again failed to appear. It would be prejudicial to me, and other parties involved if he is allowed this "reinstatement". His reason for his nonappearance was personal in nature, and should not be considered an emergency by any means. I should not be punished because Mr. Price chooses to run for political office, rather than represent his clients appropriately.

I was in appearance at the hearing, and due to his non-appearance, you dismissed the matter. According to SCRCF, he should be required to refile, should he wish to prosecute this matter.

I am, therefore, requesting this Court to stand firm on its Order of Dismissal dated January 25, 2017, and filed on January 27, 2017 at 10:54 am.

I have tried numerous times to mediate this matter with the Brazells', and Mr. Price will not allow them to do so.

The Brazells do not have the money to file the Will into Probate Court and subsequently have a Probate Deed issued to me, and they certainly do not have the money to pay his attorney's fees for his lack of time management.

Thank you for your attention to this matter.

Copy

Judith Miller
(803) 315-5384

2428 Heyward Brockington Road
Columbia, SC 29203

Judy Miller <judyblakemiller@gmail.com>
To: jburns@sccourts.org

Wed, Mar 8, 2017 at 1:52 PM

See email to follow.

----- Forwarded message -----

From: **Judy Miller** <judyblakemiller@gmail.com>
Date: Wed, Mar 8, 2017 at 1:49 PM
Subject: Brazell v. Haley - Case No: 2016-CP-40-04639
To: dbenjaminsc@sccourts.org, Judy Miller <judyblakemiller@gmail.com>

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Judith Miller
(803) 315-5384

2428 Heyward Brockington Road
Columbia, SC 29203

COPY

Copy

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

CASE NO.: 2016-CP-40-04639

William A. Brazell, Individually and as
Personal Representative of the Estate of
Geneva J. Brazell, deceased

MOTION AND ORDER INFORMATION

Plaintiff,

FORM AND COVERSHEET

vs.

Judith D. Haley

Defendant.

RICHLAND COUNTY
FILED
2017 MAR -6 AM 11:55
JEANETTE W. MCNEEL
C.C.P. & G.S.

Plaintiff's Attorney:

Samuel M. Price, Jr., Bar No. 04566

Address:

P. O. Drawer 836, Newberry, SC 29108

Phone: 803-276-0796 Fax 803-276-9495

E-mail: rshealy517@hotmail.com Other: _____

Defendant's Attorney:

Pro Se, Bar No. _____

Address:

Phone: _____ Fax: _____

E-mail: _____ Other: _____

☒ 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: Motion to Reinstate and Motion to Reverse Dismissal

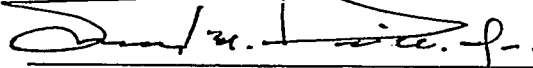
Estimated Time Needed: 20 minutes

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached☐ Form Motion/Order

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

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

March 30, 2017

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 RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

MOTION TO REINSTATE CASE
AND
MOTION TO REVERSE DISMISSAL

RICHLAND COUNTY
FILED
2017 MAR -6 AM 11:57
JEANNET E. W. SCRIBNER
C.C. & C.D.

TO: JUDITH D. HALEY, Defendant:

PLEASE TAKE NOTICE that plaintiff, by and through his attorney Samuel M. Price, Jr., moves before this Court seeking an Order reinstating this case and an Order reversing the dismissal of this case.

1. On January 4, 2017, an e-mail was sent from the office of Samuel M. Price, Jr. to Judge Benjamin related to the roster meeting to be held on January 9, 2017. In the e-mail, the undersigned indicated he would not be present for the January 9, 2017, roster meeting because he was running for a Family Court Judge Seat (Eighth Judicial Circuit, Seat 2). In the e-mail, the undersigned indicated that the *pro se* defendant wanted a jury trial. The undersigned stated "I believe that it would premature to set this case for trial before determining whether it should be on the jury roster or non-jury roster." See Attachment 1.

2. The roster meeting was held on January 9, 2017, before Judge Benjamin.

3. On January 25, 2017, an Order of Dismissal was signed by Judge Benjamin, a copy of which was received by the undersigned via e-mail on January 30, 2017. See Attachment 2.

4. On January 30, 2017, the undersigned spoke with Jerrell Kirk-James, Administrative

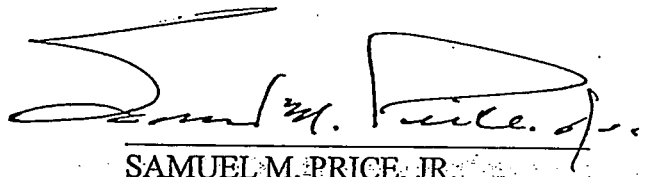
No. 1
[Signature]

Assistant of Judge Benjamin. In the conversation Jerrell Kirk-James, the undersigned asked that this case be reinstated so that the case may go forward. An e-mail was sent to Judge Benjamin in order to confirm the undersigned's conversation with Jerrell Kirk-James. See Attachment 3.

Upon good cause shown, Samuel M. Price, Jr. would respectfully request that this Court

~~issue an Order reinstating this case and/or issue an Order reversing the dismissal of this case.~~

Respectfully submitted,



SAMUEL M. PRICE, JR.
Attorney for Plaintiff
1413 Main Street, P. O. Drawer 836
Newberry, South Carolina 29108
(803) 276-0796

Newberry, SC
March 31, 2017

No. 2

TABLE OF ATTACHMENTS

1. E-mail to Judge Benjamin dated January 4, 2017, indicating that Attorney for Plaintiff would not be present for the roster meeting
2. E-mail from Anne Henley dated January 30, 2017, together with copy of Form 4C dismissing the case
3. E-mail to Judge Benjamin dated January 30, 2017, requesting the case to be reinstated

Attachment 1

Brazell v. Haley - Case No. 2016-CP-40-04639

Ramona Shealy <rshealy517@hotmail.com>

Wed 1/4/2017 2:47 PM

To: dbenjaminlc@sccourts.org <dbenjaminlc@sccourts.org>;

Dear Judge Benjamin,

This case is in the nature of a foreclosure action. The case was filed on August 2, 2016. I requested that this case be placed on the non-jury roster. The defendant represents herself pro se. She filed her Answer and Counterclaim dated September 19, 2016. Defendant requested a jury trial. On October 11, I filed a Motion for an Order Referring this case to the Master-in-Equity (as a non-jury case). Because I neglected to fill out Section I: Hearing Information, a hearing has never been scheduled.

I have been noticed of a roster meeting scheduled for Monday, January 9, 2017, at 9:00 am before Judge Benjamin. I believe that it would be premature to set this case for trial before determining whether it should be on the jury or non-jury roster.

I am currently running for a Family Court seat, i.e. Eighth Judicial Circuit, Seat 2. I will be involved in that process until February 1, 2017. Please schedule a motion hearing on the issue of whether this case will be tried jury or non-jury. Please call my office before scheduling this hearing because I am having a number of items set for February 2nd and thereafter.

For these reasons, I will not attend the roster meeting on Monday, January 9, 2017.

Respectfully,
Samuel M. Price, Jr.,
Attorney for Plaintiff Brazell

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

order

Attachment 2

ANNE HENLEY <HENLEYA@rcgov.us>

Mon 1/30/2017 10:51 AM

To: rshealy517@hotmail.com <rshealy517@hotmail.com>;

1 attachment (69 KB)

2016CP4004639_OFORM4_1283469.PDF;

Attached is an order from the Clerk's office

Anne R. Henley
Civil Non-Jury Court Scheduler
Richland County Judicial Center
1701 Main Street
Columbia, SC 29202

803-576-1943

From: ANNE HENLEY
Sent: Monday, January 30, 2017 10:51 AM
To: ANNE HENLEY
Subject:

FORM 4

Attachment 2

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4004639

William A Brazell

Judith D Haley

Geneva Brazell

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.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC Vol. Consult;
☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: Plaintiff attorney noticed, however not present in Court. Case dismissed for lack of prosecution.

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
		\$
		\$
		\$
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.

Circuit Court Judge _____

Judge Code 2161Date 1-25-17

For Clerk of Court Office Use Only

This judgment was entered on the 30 day of Jan, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this 30 day of Jan, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price Jr.

Judith D Haley

ATTORNEY(S) FOR THE PLAINTIFF(S)

Judith D Haley

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

Attachment 3

Brazell v. Haley - Case No. 2016-CP-40-04639

Ramona Shealy <rshealy517@hotmail.com>

Mon 1/30/2017 12:41 PM

To: dbenjaminsc@sccourts.org <dbenjaminsc@sccourts.org>;

1 attachments (112 KB)

BRAZELL20170130134121.pdf;

Dear Judge Benjamin,

This e-mail shall confirm my telephone conversation with Jerrell Kirk-James of this day during which we discussed the above captioned case. I received by e-mail this morning a Form 4 dismissing the case. I had earlier sent an e-mail dated Wednesday, January 4, 2017, explaining why I would not attend the roster meeting on Monday, January 9, 2017. I attach a copy of the Order of Dismissal and a copy of my e-mail.

Please reconsider dismissing this case and reinstate the case so that the case may go forward.

If possible, I would like to set a hearing in order to determine whether this would be a jury or non-jury matter.

Respectfully,

Samuel M. Price, Jr.,

Attorney for Plaintiff Brazell

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

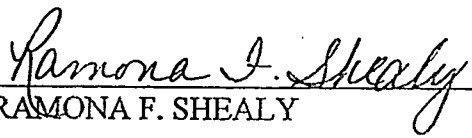
CERTIFICATE OF SERVICE BY MAIL

RICHLAND COUNTY
FILED
2017 MAR 6 AM 11:57
JEANETTE W. MCBRIDE
C.O.P. & G.S.

The undersigned hereby certifies that she is an employee in the office of Samuel M. Price, Jr., Attorney for Plaintiff, and is a person of such age and discretion to be competent to serve papers.

That on March 3, 2017, she served a copy of the Motion to Reinstate Case and Motion to Reverse Dismissal by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at Newberry, South Carolina.

ADDRESSEE: Judith D. Haley now known as Judith B. Miller
2428 Heyward Brockington Road
Columbia, South Carolina 29203


RAMONA F. SHEALY

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4004639

William A Brazell

Judith D Haley

Geneva Brazell

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

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

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (vol. consult);
☐ 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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : Plaintiff attorney noticed, however not present in Court. Case dismissed for lack of prosecution.

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
		\$
		\$
		\$

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.

Circuit Court Judge W. Price Jr.Judge Code 2161Date 1-25-17

For Clerk of Court Office Use Only

This judgment was entered on the 30 day of Jan, 2017 and a copy mailed first class or placed in the appropriate attorney's box on this 30 day of Jan, 2017 to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price Jr.

Judith D Haley

ATTORNEY(S) FOR THE PLAINTIFF(S)

Judith D Haley
ATTORNEY(S) FOR THE DEFENDANT(S).

Court Reporter _____

Clerk of Court _____

Book 2042 - 3507

CONTRACT in lieu of Deed

This Contract is made on April 9th, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

This CONTRACT is regarding the property, residence and barn located at:

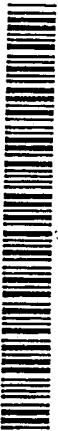
2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013 is \$4,500.00. Value/consideration at closing will be \$9,000.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sq ft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing will be \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring the Deed regarding 2428 into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.
7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.

2015051993 John T. Hopkins II Richard County R.O.D.



Book 2042-3507
2015051883 07/15/2015 15:25:50.063
Fee: \$16.00 County Tax: \$0.00 State Tax: \$0.00
Agreement - Deed

B. B. [Signature]

8. BUYER's son(s) JARED MILLER and/or JUSTIN MILLER will also be living on the property and assisting with the repairs and maintenance of the property.
9. BUYER will pay the electric, water and/or utilities to keep the home in good condition and to prevent the home from mildewing and molding in the absence of heat and/or air conditioning.
10. In addition to the utility payments, BUYER will pay to SELLER an amount equal to \$500.00 per month (or \$1,500.00 per quarter) which will be paid either in cash or in property improvements. This amount can be paid monthly or quarterly. This amount will be deposited into SELLER's checking account at TD Bank or any other bank that SELLER designates in writing to BUYER. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
11. As of the signing of this CONTRACT, BUYER has paid a total of \$5,820.09 for taxes, insurance, repairs and improvements on SELLER's behalf. (Receipts and itemization attached)
12. All amounts paid by BUYER for taxes, insurance and improvements will be credited against the Sales Price listed above at closing.
13. SELLER will not sell, rent, lease or perform any other action with the property and/or dwelling without written permission from BUYER while BUYER.
14. This CONTRACT is to serve as CONTRACT IN LIEU OF DEED until the Deed can be transferred to BUYER. SELLER agrees to abide by this CONTRACT as if it were an actual DEED to BUYER.

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties. All verbal agreements are now null and void. This Contract is governed by the laws of the State of South Carolina.

Addresses for BUYER and SELLER:

BUYER: 345 Bright Sumac Court, Henderson, NV 89015

SELLER: PO Box 146, Prosperity, SC 29127 (938 Hwy 219)

Any address changes must be in writing to BUYER or SELLER.

The parties have signed this Contract on the date specified at the beginning of this Contract.

BUYER

SELLER

BUYER

SELLER

* See reverse for list as mentioned on page 1

Things that Seller wants

Everything else to be sold or
Kept by Buyer

3 pieces of dining room furniture
Sofa table

Blue office chair

Wooden bar stool - swivel

~~Little freezer (inside)~~

~~Big freezer (outside)~~

~~Heater~~

~~Old Singer Sewing machine if we
can't sell it first~~ SOLD

Bisque Red doll

~~Lamps~~ Sold

~~Horse + wagon~~ Sold

Squirrel cookie jar

Wooden lamp

~~Gun cabinet - Judy can use it first
they need it~~ Judy can keep it

wooden bed in laundry room

Wheel chair + walker

Rocking chair

wooden chair

* To be
stored in
Laundry
room
outside
until
Seller
picks
it
up

Per Brenda,
we can keep
these

B.B.



CONTRACT FOR LEASE & SALE RESIDENTIAL



1. PARTIES: This Contract of Sale is entered into on November 13, 2013 between

Buyer(s) JUDITH D. HALEY AND MICHAEL D. HALEY (hereinafter called "Buyer"), and

Seller(s) WILLIAM A. BRAZELL AND GENEVA J. BRAZELL LIFE TRUST (hereinafter called "Seller").

Seller represents that this Offer is (☒) is not (☐) subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

* See Deeds for accurate description

Lot _____ Block _____ Phase _____ Subdivision _____

Address: 2426 and 2428 Heyward Brockington Road, Columbia, SC 292023

TMS# 09800-05-40 and 09800-05-39 County of Richland, State of South Carolina.

3. PRICE: The purchase price is \$

94,600⁰⁰ (Ninety four thousand, six hundred)

4. EARNEST MONEY:

A. \$ 0 Earnest money is paid by: Check (☐) Cash (☐) Other (☐)

B. \$ 0 Additional earnest money to be delivered on or before _____

C. Earnest money to be held in trust by _____ (Escrow Agent).

~~D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-135 (1976). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.~~

BUYER

Initials

Date

SELLER

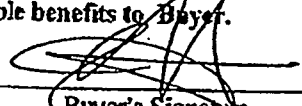
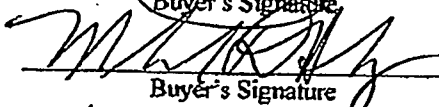
Initials

Date

08/2011
1 of 10

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

 Buyer's Signature	(L.S.)	Judith D Haley Buyer's Printed or Typed Name	11-19-13 Date
 Buyer's Signature	(L.S.)	Michael D Haley Buyer's Printed or Typed Name	11-19-13 Date
 Seller's Signature	(L.S.)	William A Brazell Seller's Printed or Typed Name	11-19-13 Date
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date

Buyer's Agent/Company acknowledges Buyer is a Client () Customer () Agent's Telephone Number _____

Seller's Agent/Company acknowledges Seller is a Client () Customer () Agent's Telephone Number _____

This section is not to be completed until the conditions of paragraph 29B are fulfilled

CONTRACT ACCEPTED BY BOTH PARTIES AT 3:00 CLOCK P M (ET) ON 11-19-13 DATE
ACCEPTANCE ENTERED BY  (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

Copyright© 2011 by the Central Carolina REALTORS® Association. This is a Standard Form of the Central Carolina REALTORS® Association. This form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics and Standards of Practice. This form may not be edited, revised or changed without the prior written consent of the Central Carolina Realtors Association and changes must be both initialed and testified.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT OF DUE DILIGENCE

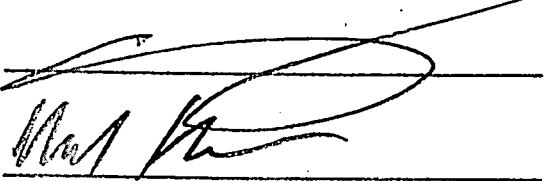
PERSONALLY appeared before me, JUDITH D. HALEY, (BUYER in the Contract in Lieu of Deed) who first being duly sworn, and providing proper identification, deposes and says as follows:

1. After numerous attempts to get compliance with the attached Agreement, and not being successful, I personally spoke to William A. Brazell's wife, Brenda Brazell, on June 29, 2015 at 10:30 am when she visited my home. I advised her that I needed a notarized signature page to attach to the Agreement for it to be filed of record. She said that she would talk to William A. Brazell and get back to me.
2. I certify that I have made diligent efforts to obtain the notarized signature of WILLIAM A. BRAZELL, on behalf of the GENEVA J BRAZELL LIFE ESTATE. To date these efforts have consisted of the following:
 - ✓ Sending a letter to him at the last known address, which is: P.O. Box 146, Prosperity, SC 29127
 - ✓ Calling him at his last known telephone number which is: (803) 276-0424
 - ✓ Sending a fax to his last known fax number which is: (803) 276-0424
 - ✓ Sending an email to his attorney's secretary, Ramona Shealy: rshealy517@hotmail.com
 - ✓ In person request as noted above.
3. This Affidavit shall serve as the sworn signature of JUDITH D. HALEY, as BUYER in the Contract in Lieu of Deed attached hereto and made a part hereof.
4. Michael D. Haley has given up all of his rights to this property and Judith D. Haley has released him from all liability associated with said Contract in a separate court document.

Further Affiant Sayeth Naught.

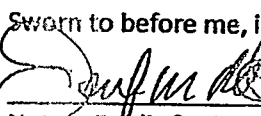
Executed this 13 day of July, 2015.

Witnesses:




Judith D. Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Sworn to before me, in the presence of these witnesses, this the 13 day of July, 2015


Notary Public for South Carolina

My commission expires: 04/11/2022
(SEAL or STAMP)



④

Inst #: 20140618-0001153

Fees: \$20.00

N/C Fee: \$25.00

06/18/2014 10:59:06 AM

Receipt #: 2060036

Requestor:

JUDITH HALEY

Recorded By: COJ Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 179-20-213-008

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Agreement

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Judith D. Haley

RETURN TO: Name

Judith D. Haley

Address

2428 Heyward Brockington Road

City/State/Zip

Columbia SC 29203

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name

Judith D. Haley

Address

2428 Heyward Brockington Road

City/State/Zip

Columbia SC 29203

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of March, 2011 by and between MICHAEL DENNIS HALEY ("Husband") and JUDITH DAWN HALEY ("Wife") who have been married since September 2, 2010, and who reside at 345 Bright Sumac Court, Henderson, Nevada 89015, in Clark County, Nevada.

This agreement is entered into with the intent and desire to specify and define the respective rights of the parties in and to the separate, joint and community property of the parties but with the express understanding that neither party wishes to obtain a divorce or legal separation and none is contemplated.

The purpose of this Agreement is to validate assurances made by the Husband and Wife, and make a record of all promises and agreements made to date.

Now, therefore, it is hereby stipulated by the parties that:

All property stipulated to be property of one or the other parties shall be taken subject to all present or future liens, mortgages, encumbrances or claims of record.

Both parties acknowledge that they have either been represented by separate counsel or had full opportunity to be so represented.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

It is the Husband and Wife's intent to make all real and personal property "community property".

Accordingly, the following property, although held individually, shall be known as joint property or community property according to the laws and statutes of the State of Nevada:

House was purchased only in Husband's name due to the fact that Wife's credit situation would have made the interest rate unaffordable. Wife had to Quit Claim her one half interest in the property to Husband in order to qualify for the VA mortgage. Accordingly, Husband signed a Quit Claim Deed deeding back to the Wife, her one half interest in the property.

All Brokerage Accounts will be held jointly, with rights of survivorship.

Any and all Life Insurance assets/cash values will be made accessible by both Husband and Wife, and each will be made sole beneficiaries of all policies.

Any and all checking and/or savings accounts will be held jointly, with rights of survivorship.

Any and all IRA/retirements accounts will be held jointly, with rights of survivorship.

Now, therefore, although the intent does not exist to dissolve this union, should the instances arise, wherein the Husband and Wife should separate and desire a divorce or legal separation, the following guidelines will be in effect:

Wife will remain in possession of the home located at 345 Bright Sumac Court, Henderson, NV 89015 (or any other home that is purchased in the future).

Husband will continue to pay the mortgage, taxes and insurance on the home for a period of 5 years, wherein the Wife will have the opportunity to either purchase the home from the Husband, or return possession to the Husband.

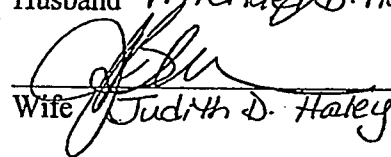
Husband will maintain life insurance on himself in an amount sufficient to cover the balance of the mortgage and 10 years of taxes and insurance.

Wife will have her choice of vehicles owned. If only one vehicle is owned then it automatically becomes the property of the Wife.

Considering the fact that the majority of the household furnishings were brought into the marriage by the wife, she will remain in possession of all household furnishings, except the sectional couch, which will remain in the possession of the Husband and Husband will remain in possession of his HDTV system and computer.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on the first page of this Agreement.

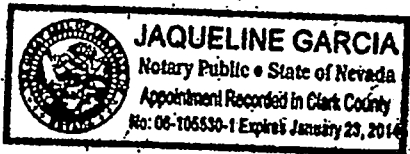

Husband Michael D. Haley


Wife Judith D. Haley

STATE OF NEVADA)
 : SS
COUNTY OF CLARK)

On the 4 day of, MARCH, 2011 before me, the undersigned, a Notary Public in and for said State personally appeared JUDITH DAWN HALEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within AGREEMENT and acknowledged that she executed the same.

WITNESS my hand and official seal.

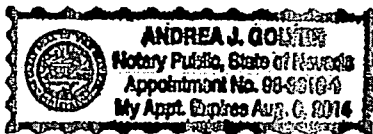


Jaqueline Garcia
Notary Public

STATE OF NEVADA)
 : SS
COUNTY OF CLARK)

On the 1st day of, MARCH, 2011 before me, the undersigned, a Notary Public in and for said State personally appeared MICHAEL DENNIS HALEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within AGREEMENT and acknowledged that he executed the same.

WITNESS my hand and official seal.



Andrea Golyer
Notary Public

COPY

Jim

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

AFFIDAVIT OF WILLIAM A. BRAZELL AND
BRENDA R. BRAZELL

PERSONALLY appeared before me, WILLIAM A. BRAZELL AND BRENDA R. BRAZELL, who being duly sworn, deposes and says:

1. That deponents are citizens and residents of the County of Newberry, State of South Carolina, with their address being 938 SC Highway 219, Prosperity, South Carolina 29127.
2. That William A. Brazell is the owner of certain property known as 2428 Heyward Brockington Road and 2426 Heyward Brockington Road. 2428 Heyward Brockington Road is the former home of Mr. Brazell's late parents, to wit: Willie Andrew Brazell and Geneva J. Brazell. Both are now deceased. Willie Brazell died in 1987 leaving a life estate to his wife Geneva Brazell and the remainder interest to their son William A. Brazell in his undivided one-half interest. Geneva J. Brazell moved to deponents' home in the fall of 2012, for several months. She spent the rest of her life at White Oak Manor, a skilled care nursing home in Newberry, South Carolina. Geneva J. Brazell died on February 1, 2015. Pursuant to her Last Will and Testament dated August 11, 1972, her interest in the property was devised to William A. Brazell. William A. Brazell now owns the 2428 Heyward Brockington Road property in fee simple. 2426 Heyward Brockington Road was purchased by William A. Brazell shortly after his parents purchased 2428 Heyward Brockington Road.
3. That in the latter part of November, 2013, Jared Miller, the older son of Judith D. Haley, moved into the property. (Mr. Brazell signed a blank Contract of Lease & Sale Residential on November 19, 2013 – See attached Exhibit 1) In March 2014, Ms. Haley presented a Contract to deponents. (See attached Exhibit 2) On page 2 of the proposed Contract,

paragraph 10 indicated that the lessee/purchaser would pay \$500.00 per month in cash or in property improvements and/or repairs. Deponent Mr. Brazell objected. He wanted cash, not improvements or repairs. Thereafter, on April 9, 2014, a Contract was signed by Judith D. Haley and Michael D. Haley as tenants and/or purchasers and by William A. Brazell, individually and as attorney in fact for Geneva J. Brazell, as lessors and/or sellers. (See attached Exhibit 3) The objectionable paragraph 10 was left in the Contract of April 2015. The Contract was prepared by Judith D. Haley and deponents did not fully understand all the terms. That pursuant to the signed Contract, Ms. Haley claimed credit for payment of County property taxes, insurance, repairs and improvements on sellers amount in the amount of \$5,820.09. See paragraph 11 of the Contract. This is in contradiction to paragraphs 6 and 7 which indicate Buyer will be responsible for all repairs and maintenance of the premises and payment of taxes and homeowners insurance (sic) which is contradictory. Deponents acknowledge that any property taxes and property casualty insurance accruing prior to November 19, 2013, would be the responsibility of deponents. Prior to Ms. Haley's son moving into the property, the property had been broken into. Richland County property taxes were past due. Deponents were eager to get someone in the property. They were eager to get someone to pay the past due county property taxes.

4. That to date, deponents believe they have been paid the following amounts:

April 9, 2014	\$1,500.00	for rent
Uncertain	\$800.00	reimburse deponents for taxes and insurance
Uncertain	\$105.00	reimburse deponents for taxes and insurance
Uncertain	\$130.00	purchases at Wal-Mart for deponent's benefit
Uncertain	\$225.00	for electrical utilities bill for deponents
For a total of \$2,760.00.		

Deponents believe that Ms. Haley has paid the following items:

11/19/13	2012 Richland County taxes-2428 Heyward Brockington	\$675.94
11/19/13	2012 Richland County taxes-2426 Heyward Brockington	\$204.72
10/20/14	2013 Richland County taxes-2428 Heyward Brockington	\$689.11
10/20/14	2013 Richland County taxes-2426 Heyward Brockington	\$212.62
Total		\$1,782.39

*2014 paid
2015 unpaid*

Pursuant to paragraph number 7 of the Contract dated April 9, 2014, Buyer will be responsible for payment of taxes and homeowners insurance on the premises. Ms. Haley has not paid the 2014 and 2015 county property taxes. The deponents paid the 2014 county property taxes on November 12, 2015, to prevent the property from being sold at a tax sale.

5. That deponents and Ms. Haley had a verbal agreement that no changes or improvements would be made to the property without deponents' approval. Such changes or improvements would be done by deponents' son Michael Brazell. The following changes have been made by Ms. Haley without deponents' approval:

(a) Living room carpet has been removed in order to install hard wood floors. Deponents do not know whether this project has been completed.

(b) Ms. Haley has fenced the perimeter of both properties. On the back side of the property, the fence encroaches on property owned by Harold Cook.

No work or improvement was done by Michael Brazell.

6. That the Contract provided for the purchase of two (2) adjacent properties, to wit: 2.36 acres, more or less, and 0.80 acres, more or less, for a total of 3.16 acres, more or less. The deponents gave permission to Ms. Haley to have one (1) horse and two (2) dogs on the property. Ms. Haley now has six (6) to eight (8) dogs, three (3) horses, and other animals on the property. The dogs are in the house. Ms. Haley plans to put a tub in the hallway for a dog washing station.

7. That Ms. Haley projects subject property to be the "5th Day Farms Rescue Ranch".

She incorporated herself as an eleemosynary corporation on March 6, 2015, under the name of Fifth Days Farms. (See Exhibit 4) She also has a webpage (See Exhibit 5 and two (2) Facebook pages (See Exhibits 6 and 7).

8. That Ms. Haley has possession of firearms including hand guns. Ms. Haley told Mrs. Brazell that she sleeps with a gun near her side. Deponent Ms. Brazell is fearful of Ms. Haley.

9. That Judith D. Haley told the deponents that she was a lawyer licensed to practice law in the states of Florida and Nevada. This statement was false.

10. That in the spring of 2014, Ms. Haley told deponent Brenda Brazell that she would give Mr. Brazell \$3,000.00 toward Mr. Brazell's land (2426 Heyward Brockington Road). Ms. Haley stated that her father's (Larry Blake) medical insurance owed Ms. Haley some money. Ms. Haley also said that at the end of the summer of 2014, Ms. Haley would give Mr. Brazell another \$6,000.00 for a total of \$9,000.00. This was the purchase price for the 2426 Heyward Brockington Road property. Neither payment was made.

11. That Ms. Haley then told deponent Brenda Brazell that Ms. Haley was going to do a reverse mortgage on her dad's (Larry Blake) residence. Ms. Haley would then have some money to give to William A. Brazell. No payment was made.

12. That on February 1, 2015, Geneva Jackson Brazell died. Deponent Brenda Brazell attempted to get Ms. Haley on the telephone in order to tell her that Mr. Brazell could now legally sell 2428 Heyward Brockington Road property. After many telephone call attempts, deponent Brenda Brazell was able to reach Ms. Haley on or about February 13, 2015. Deponent Brenda Brazell asked Ms. Haley to give she and her husband some of the money that was owed

so they could apply it to her mother-in-law's funeral bill. Ms. Haley said to come down Monday and she would have some money for them.

13. That deponent Brenda Brazell drove to 2428 Heyward Brockington Road on Monday on or about February 16, 2015. Ms. Haley was present. She and Brenda Brazell drove to a bank. Mrs. Brazell sat in the truck for about 20 minutes while Ms. Haley went into the bank. Ms. Haley came back out to the truck and said that her estranged husband Michael Haley had all the Haley money frozen and Ms. Haley could not get any money from the bank. They returned to subject house. Both Ms. Haley and Mrs. Brazell got in Mrs. Brazell's vehicle and went to Wal-Mart in Blythewood. Ms. Haley paid \$130.00 for Mrs. Brazell to buy groceries. Ms. Haley said that was all the money she had in the bank. (What happened to the money in the bank was frozen?) Ms. Haley said she could pay Mrs. Brazell's electric bill (\$225.00) out of her father's account. Ms. Haley did in fact pay \$225.00.

14. That Ms. Haley told Mrs. Brazell that she would be getting \$7,000.00 from the sale of her house in Nevada. She further stated that on Friday (February 20, 2015), Ms. Haley would catch up what she owed to Mr. Brazell and some extra. Ms. Haley never gave to the deponents any money from the proceeds of the sale.

15. That on or about May 2014, there was hail and/or wind damage to the roof of subject property. Judith D. Haley refused the property casualty insurance company's adjuster access to the house. As a result of her actions, the property casualty insurance was cancelled. Ms. Haley continued to refuse to cooperate with any insurance company to obtain insurance coverage on the house. It was February 2015 before an adjuster had access to subject property. Because of Ms. Haley's actions, subject property is now uninsured.

16. That deponent Mrs. Brazell had great difficulty contacting Ms. Haley. Ms. Haley kept changing her telephone number. Deponent Mrs. Brazell was given no less than five (5) different telephone numbers. Judith D. Haley fenced the property. She locked the gate. She refused to answer telephone calls from deponents. Deponent Mrs. Brazell believes she has traveled to the property at least twenty (20) times in an effort to get monthly or quarterly payments. She believes she had contact with Ms. Haley only six (6) times. In the summer of 2015, she traveled to subject property. She parked in front of the house where she remained and blew her horn for over an hour. Ms. Haley would not come out of the house. Ms. Haley's father (Larry Blake), who lived nearby, came to the property. Although Mr. Blake stayed in his truck, he cursed and threatened Mrs. Brazell and ordered her to leave. Ms. Haley's father sped away and hit deponent Mrs. Brazell on her elbow with his car. Deponent Mrs. Brazell called the Richland County Sheriff's Office. When the deputies arrived, Ms. Haley came out of her home fully dressed. The deputies advised Mrs. Brazell that she could take out a warrant for assault and battery against Ms. Haley's father Larry Blake. She thanked the officers and declined to take out a warrant against Mr. Blake. After the deputies left, Ms. Haley cursed and threatened Mrs. Brazell.

17. That when Ms. Haley fenced the property, she went over the property line onto property of Harold Cook. Deponent Mrs. Brazell has talked with Harold Cook's son. This property line issue is still in dispute.

18. That in the aforementioned Contract, there was a list of personal property entitled Things that seller wants. Ms. Haley has refused to permit the deponents' efforts to pick up the detailed items of personal property. In October, the midlands of South Carolina experienced

unprecedented rainfall. As a result of such rainfall, deponents' property was destroyed. See Facebook post of Judy Miller dated October 12, 2015, attached as Exhibit 8.

19. That in February 2015, Ms. Brazell drove to Ms. Haley's home in order to tell Ms. Haley that Geneva J. Brazell had died. Ms. Haley presented Ms. Brazell with a proposed Deed for deponent William A. Brazell to sign. Ms. Haley also presented a proposed Mortgage. There was no Promissory Note. Ms. Haley expected the Deed to be executed with no further compensation. (These documents were e-mailed to deponents' attorney's office on March 17, 2015.) Ms. Haley told Ms. Brazell that if Mr. Brazell signed the Deed, Ms. Haley would send a friend who is a notary to deponents' home in order to witness and notarize the Deed. Ms. Haley was doing some private detective work in Newberry County and possibly Anderson County. She would drop by the deponents' home after the Deed had been executed and pick up the signed Deed. After deponents told Ms. Haley they would not sign the Deed, Ms. Haley's attitude changed and she became very hostile to deponents.

20. That Ms. Haley told deponent Brenda Brazell that because her husband did not sign the Deed as mentioned in paragraph 9 above, Ms. Haley had to pay her estranged husband Ten thousand (\$10,000) dollars. Mr. Haley later informed deponents that his estranged wife had paid him nothing nor had she been ordered to pay him any amount.

21. That Michael Haley provided to deponents a list of personal items that he desires from the home. See attached Exhibit 9.

22. That upon information and belief, it has come to deponents' attention that there is a 2010 warrant for arrest against Ms. Haley for fraud. The facts indicate Ms. Haley had claimed to be a private investigator. She did some work for a party to a Family Court case. Because she

was not licensed, Ms. Haley was unable to testify. The warrant was taken out by the person who paid Ms. Haley for her services as a private investigator. The warrant has never been served because Ms. Haley did not return to South Carolina until the summer of 2014. The warrant is presently in the possession of SLED agent Dowling.

23. That Ms. Haley has paid deponents nothing in the year 2015 except for \$130.00 purchases at Wal-Mart and \$225.00 for deponents' electric bill.

24. That Ms. Haley has breached the Contract of April 9, 2014, by her failure to make payments in the amount of Five hundred (\$500) dollars per month, by her making changes to the property without consent of deponents and by having persons other than Michael Brazell make such changes, by her failure to pay the 2014 county property taxes, by her failure to keep the property insured, by her failure to communicate with deponents, and by her continued acts of non-cooperation and bad faith. The deponents believe that Judith D. Haley should be evicted to permit deponents to recover possession of subject property..

That deponents have read this Affidavit and that all facts contained herein are true of their own personal knowledge.

SWORN to before me this
day of November, 2015. 12th

)
)
)
)
)
)
)

William A. Bagley

Ramona F. Shealy
Notary Public for South Carolina
My commission expires: *3/14/2024*

(LS)

Brenda Brazel



CONTRACT FOR LEASE & SALE RESIDENTIAL



1. PARTIES: This Contract of Sale is entered into on November 13, 2013 between
 Buyer(s) JUDITH D. HALEY AND MICHAEL D. HALEY (hereinafter called "Buyer"), and
 Seller(s) WILLIAM A. BRAZELL AND GENEVA J. BRAZELL LIFE TRUST (hereinafter called "Seller").
 Seller represents that this Offer is (x) is not () subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block _____ Phase _____ Subdivision _____

Address: 2426 and 2428 Heyward Brockington Road, Columbia, SC 292023

TMS# 09800-05-40 and 09800-05-39 County of Richland, State of South Carolina.

3. PRICE: The purchase price is \$ _____.

4. EARNEST MONEY:

A. \$ 0 Earnest money is paid by: Check () Cash () Other ()

B. \$ 0 Additional earnest money to be delivered on or before _____.

C. Earnest money to be held in trust by _____ (Escrow Agent).

~~D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-125 (1976). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.~~

BUYER (/) _____
 Initials Date

SELLER (J.D.H.) 11-19-13
 Initials Date

Buyer's and Seller's Transaction Costs will be paid as follows: (Select, initial and date only one of the options below)

OR

BUYER (/) SELLER (/)

C. SELLER FINANCING. If Seller financing is included in the financing of this Property, Buyer's and Seller's Brokers make no representations as to the creditworthiness of Buyer and suggest that Seller determine whether Buyer's credit is satisfactory. The terms of Seller financing should be noted in Paragraph 18 of this Contract or in a separate Addendum to this Contract.

D. CASH TRANSACTION. In a cash transaction, Buyer agrees to provide Seller or Seller's Broker, within five (5) Business Days of acceptance of this Contract, written verification of availability of funds from the source(s) of those funds. If Buyer fails to comply with the above requirement, then Seller will have the option of voiding this Contract and earnest money will be released to Seller. See Paragraph 4(D).

E. APPRAISAL CONTINGENCY. This Contract is (X) is not () contingent on lot or parcel with building and improvements thereon, if any, appraising according to Lender's appraisal, or other appraisal as agreed by Buyer and Seller for non-Lender financed transactions, for the selling price or more. If contingent, and lot or parcel with building and improvements thereon appraises for less than the selling price, the Buyer will have one business day after notification of the results of the appraisal to proceed with the consummation of this sale without regard to the appraised value or attempt to renegotiate this Contract. If after the one business day period, the Parties are unable to reach agreement on a renegotiated Contract then either party can terminate this Contract by providing written notification to the other. Upon termination, earnest money will be released to Buyer. See Paragraph 4 (D).

F. SELLER'S MORTGAGE PAYOFF. Seller gives permission to Closing Attorney to obtain Seller's mortgage payoff information. SELLER () / ()

7. CONVEYANCE DATE OF CLOSING/POSSESSION: Conveyance will be made subject to all easements and covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and to have prepared a general warranty deed, if applicable, free of encumbrances, except as herein stated. The deed will be prepared in the name(s) of JUDITH D. HALEY AND MICHAEL D. HALEY or as otherwise stipulated by Buyer, and delivered to stipulated place of closing. ~~The deed will be held in trust by the Closing Attorney until sales proceeds have been disbursed to Seller, at which time the Closing Attorney shall be authorized to record the deed.~~ This transaction will be closed on or before 20 , unless extended pursuant to Paragraph 7(B) or by mutual agreement. See Addendum regarding transfer of Deed.

A. BUYER () / () SELLER () / () Seller will be obligated to vacate and give possession of the Property (free of debris and in a clean condition) to Buyer: in accordance with attached agreement. POSSESSION WILL BE GIVEN UPON EXECUTION OF THIS AGREEMENT.

B. If Buyer has provided written loan commitment without additional conditions, or in a cash transaction Buyer has met the terms and conditions of Paragraph 6(D), but has not closed within the stipulated time limit of this Contract, both Parties agree to extend this Contract for a period not to exceed five (5) Business Days from the original closing date.

8. RIGHT OF BUYER TO INSPECT/RE-INSPECT PROPERTY: Buyer, or Inspectors selected by Buyer at Buyer's expense, will have the right to enter Property to inspect, examine and test the Property. For the purposes of this Contract, the term "Inspector" is defined as a person or company, licensed or certified where required by law, with specific, professional expertise or knowledge in property inspections, or in an item, building product or condition contained therein for which the Inspector is inspecting, examining or testing. Seller will make the Property available for all inspections and will have all utilities operational for the inspections, any re-inspections, appraisals and final walk through. Seller agrees to allow Buyer, or Inspectors selected by Buyer, the right to re-inspect the Property at Buyer's expense to determine if agreed upon repairs and/or replacements have been made. Buyer will also be allowed to perform a walk-through prior to closing to confirm that the Property has been maintained in compliance with Paragraph 11, if applicable, and that any personal Property to be transferred or conveyed is on the premises. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages arising out of, or related to, the exercise of these rights and will repair any damages resulting from same.

BUYER () / ()
Initials Date

SELLER () / ()
Initials Date

(If Property being sold "As-Is" proceed to Paragraph 10 PROPERTY SOLD "AS-IS")

B. DUE DILIGENCE PERIOD EXTENSION: Notwithstanding other provisions to the contrary, in the event an inspector, in a written report provided to Seller or Seller's Broker prior to the expiration of the Due Diligence Period, recommends any additional study, inspection or evaluation of any product, item or condition in the Property, or the results of any tests conducted cannot be completed or produced prior to the expiration of the Due Diligence Period, then the Due Diligence Period may be extended by mutual agreement of Buyer and Seller through a written Addendum to this Contract. If Buyer and Seller cannot agree on an extension to the Due Diligence Period, then Buyer may proceed under the terms of Paragraph 9(C) based on available inspection reports or void this Contract and earnest money will be released to Buyer. See Paragraph 4(D).

C. INSPECTION OPTIONS: Buyer will have the following options during the Due Diligence Period:

2. If Buyer, in his sole discretion, determines the result of any inspection, examination or test conducted to be unsatisfactory, Buyer may terminate this Contract by providing entire copies of all inspection reports and written notice of termination to Sellers or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed upon extension to this period and the earnest money will be released to Buyer See Paragraph 4 (D). If Buyer fails to give such notice prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligations to make any repairs or replacements to the Property and Buyer being obligated to proceed with the transaction in accordance with the terms of this Contract.

3. If Buyer requests Seller make repairs and/or replacements to the Property, Buyer must submit complete copies of any inspection reports and an Inspection Repair Addendum, signed by the Buyer, identifying specific defects Buyer wants corrected, to Seller or Seller's Broker prior to the expiration of the Due Diligence Period or any mutually agreed extension to this period. If Buyer fails to submit complete copies of these reports and the Addendum to Seller or Seller's Broker prior to the expiration of the Due Diligence Period and any extension, Buyer will be deemed to have accepted the Property "As-Is" with Seller having no obligation to make any repairs or replacements to the Property, and Buyer will be obligated to proceed with the transaction in accordance with the terms of this Contract. If reports and Addendum are submitted within the Due Diligence Period and any extension, Buyer and Seller will then have five (5) Business Days from expiration of Due Diligence Period to negotiate the defects to be corrected by Seller, at Seller's expense, and sign the Addendum. If Buyer and Seller have not reached agreement on the Addendum by the end of this negotiation period:

- a. Buyer and Seller may mutually agree to extend the negotiating period through written Addendum to this Contract, or;
- b. Buyer will have one business day after the end of the negotiation period, or any extension to the period, to accept Property "As-Is" in current state with no repairs or replacements made by Seller by providing written notice to Seller or Seller's Broker, or;
- c. If the negotiating period is not extended and Buyer does not accept Property "As-Is" within the time frame prescribed in the above Paragraph, then either party can terminate this Contract by providing written notice of termination to the other and earnest money will be released to Buyer. See Paragraph 4 (D). Seller's failure to respond to the Inspection Repair Addendum within the five (5) Business Day period will be deemed to be a refusal to do repairs/replacements.

BUYER (_____)
Initials

Date _____

SELLER (_____)
 Initials

Date _____

D. FHA/VA APPRAISAL INSPECTIONS: If Buyer uses FHA or VA financing, the Property may be inspected by an Appraiser appointed by Lender. This inspection is not subject to time limitations or other requirements of the Due Diligence Period outlined above. If Appraiser identifies repairs to be made as a condition of loan approval and Seller elects not to make them, Buyer will have the option of paying for and completing the repairs prior to closing or voiding this Contract, with earnest money being released to Buyer. See Paragraph 4(D).

10. PROPERTY SOLD "AS-IS": (If Selected Terms of Paragraph 9 do not apply) (Select, initial and date only one of the options below)

A. BUYER (initials /) Date SELLER (initials /) Date
PROPERTY SOLD "AS-IS" WITH DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is" with all defects including, but not limited to, lead-based paint, lead-based paint hazards, environmental hazards, active infestations of and/or damage from termites, other wood destroying organisms or fungi and for any drainage problems (CL-100). Buyer will have a ten (10) Business Day Due Diligence Period as stipulated in Paragraph 9(A) to have Property inspected, examined and tested to determine its condition. Seller will have no obligation to make any repairs or replacements to the Property identified as a result of inspections. Buyer may proceed under the terms of this Contract or void this Contract by providing written notice to Seller or Seller's Broker, prior to the expiration of the Due Diligence Period, with the earnest money released to Buyer. See Paragraph 4(D). Failure to provide notice of voiding this Contract prior to the expiration of the Due Diligence Period will be deemed Buyer's acceptance of the Property in "As-Is" condition with no Seller repairs or replacements.

OR

B. BUYER (initials /) Date SELLER (initials /) Date
PROPERTY SOLD "AS-IS" - NO DUE DILIGENCE PERIOD

All Parties agree that Property is being sold "As-Is", Seller will make no repairs or replacements, and Buyer elects not to have a Due Diligence Period. Buyer retains the right to inspect, examine and test the Property but waives both the right to request repairs or replacements and the right to void this Contract based on inspection results.

11. CONDITION OF PROPERTY: Except for property being sold "As-Is" per terms of Paragraph 10, after any inspections by Buyer and after repairs or replacements, if any, made as a result of any such inspections, Seller agrees to maintain the Property (including but not limited to, lawn, shrubbery, grounds and fixtures, equipment and systems that convey with the Property) and all improvements thereon in similar condition until the day of closing or the day possession is given, whichever occurs first. Seller warrants that to the best of his knowledge, information, and belief there are no conditions in the Property which would adversely affect the value when conditions are hidden by furniture, fixtures or window treatments currently in place in the Property.

12. PROPERTY CONDITION DISCLOSURE STATEMENT: (Select, initial and date only one of the options below)

A. BUYER (initials /) Date SELLER (initials /) Date Buyer and Seller agree that a Residential Property Condition Disclosure Statement, as required by S.C. Code, as amended, Section 27-50-10, et. seq., has been provided to Buyer by Seller prior to the final acceptance of this Contract. If Seller discovers, after his delivery of the Disclosure Statement to Buyer, any material inaccuracy in the Disclosure Statement or the Disclosure Statement is rendered inaccurate, misleading, incomplete or false in a material way by the occurrence of some event or circumstance, Seller will promptly make reasonable repairs needed to eliminate the deficiency and repair the damage caused by the occurrence or correct the inaccuracy by delivering a corrected disclosure statement to Buyer before closing. Buyer understands and agrees that Seller's Property Condition Disclosure Statement is not intended to replace inspections of the Property.

OR

B. BUYER (initials /) Date SELLER (initials /) Date Buyer and Seller agree that Seller will not complete nor provide a Residential Property Condition Disclosure Statement in accordance with S.C. Code, as amended, Section 27-50-30, Paragraphs (1-13).

BUYER (initials /) Date SELLER (initials /) Date

13. **LEAD-BASED PAINT:** Buyer is advised that if this Property was built prior to 1978, it may contain lead-based paint and that a "Disclosure of Information and Acknowledgement Lead-Based and/or Lead-Based Paint Hazards" form is hereby made an Addendum to this Contract and will be signed by both Buyer and Seller and their Agents.

14. **HOME WARRANTY COVERAGE:** Buyer and Seller agree that a home warranty providing at least twelve (12) months of coverage for the Buyer will () will not () be provided at closing. If applicable, the warranty premium will be paid by Buyer () Seller () in the amount of \$ _____, provided by _____ (home warranty company) and written by the Buyer's Agent () Seller's Agent (). If the price of the warranty exceeds the dollar amount entered in this paragraph, Buyer shall be responsible for the difference at closing.

15. **PROPERTY DOCUMENTATION: (Initial and date after reviewing information in Paragraphs 15 A-D)**

BUYER (_____/_____) _____ SELLER (_____/_____) _____ Buyer's and Seller's Brokers strongly recommend Buyer review existing Property documentation to include the most current plat, Covenants and Restrictions, and Seller's Property Condition Disclosure Statement before entering into this Contract. The Buyer's and Seller's Brokers also recommend that prior to closing on this Contract, Buyer have a survey of the subject Property made to verify land size/boundary dimensions, measure existing structures to verify square footage, have an examination as to the title to the Property, obtain owner's title insurance and the Buyer obtain appropriate hazard, flood, earthquake and wind/hail damage insurance coverage effective at the time of closing.

A. Seller represents that the Property is:

Connected to - public/community sewer system () septic tank ().

Connected to - public/community water system () well system () Other _____.

B. Seller represents that to the best of Seller's knowledge, the Property is () is not () partly or entirely located within a designated Special Flood Hazard Area (flood zone). If Seller's response indicates that it is in a flood zone, Buyer understands that it may be necessary to purchase flood insurance in order to obtain a loan. If Seller's response indicates that the Property is not in a flood zone and, subsequent to Contract acceptance, it is determined that permanent improvements to the Property are within a flood zone causing Lender to require Buyer to purchase flood insurance as a condition of loan approval, then Buyer can terminate this Contract. Buyer will have three (3) Business Days after receipt of Notice from Lender to provide written Notice to Seller of the decision to terminate. Upon termination, earnest money will be released to Buyer. See Paragraph 4(D). Buyer's failure to provide written Notice to Seller within the three (3) Business Day period will be deemed Buyer's agreement to purchase flood insurance to close the transaction.

C. Seller represents that the Property is () is not () subject to a special assessment of any governing body, including, but not limited to, a homeowner's association/regime or otherwise. The special assessment fee is \$ _____.

D. Seller represents that the Property is () is not () subject to a mandatory association fee (i.e., homeowner's association/regime or otherwise). If the Property is subject to a mandatory association fee, the fee is \$ _____ per _____ and is payable to _____.

16. **ADDITIONAL CONTINGENCIES: (Initial and date either Paragraph A or B if applicable and Paragraph C if other contingencies apply)**

A. **SALE AND CLOSING CONTINGENCY**

BUYER (_____/_____) _____ SELLER (_____/_____) _____ This Contract is contingent on the sale and closing of the Buyer's Property not later than the closing date agreed to in Paragraph 7 of this Contract. Property is located at the following address: _____

~~Buyer's failure to disclose the existence of this contingency will constitute a default of this Contract and earnest money will be released to Seller. See Paragraph 4(D).~~

BUYER (_____/_____) _____
Initials Date

SELLER (_____/_____) _____
Initials Date

1. Buyer represents that the Buyer's Property identified in Paragraph 16(A) above is () is not () currently listed with a real estate company.

2. As long as this contingency remains in effect, Seller may continue to market Seller's Property and can accept a subsequent offer to purchase under the following terms:

a. Any subsequent offer that does not contain a sale and closing contingency may be accepted as a Primary Contract, with this contingent Contract becoming a Back-up Contract upon agreement of Buyer and Seller. If agreement cannot be reached, this contingent Contract will become null and void with earnest money released to Buyer.

See Paragraph 4(D).

b. Any subsequent offer that does contain a sale and closing contingency may only be accepted as a Back-Up Contract.

3. If Buyer does not remove this contingency by the closing date in Paragraph 7, this Contract will become null and void unless both Parties agree to extend the closing date. If Contract is voided, earnest money will be released to Buyer. See Paragraph 4(D).

4. Once Buyer accepts a Contract of Sale on their Property with all contingencies removed or waived (other than financing), with any Due Diligence Period and/or repair negotiations completed, and with a closing occurring prior to the date and time scheduled for this closing, Buyer will provide written notice of this acceptance to Seller. This Contract will then become contingent on completion of the closing of the sale of Buyer's Property. See Paragraph 16(B) below.

B. CLOSING CONTINGENCY

BUYER (_____/_____) _____ SELLER (_____/_____) _____ This Contract is contingent on completion of the closing of the sale of Buyer's Property. The Contract the Buyer has accepted on his Property must have all contingencies other than financing, removed or waived with any due diligence period and/or repair negotiations completed, on or before _____ Property is located at _____

1. Buyer to provide documentation of sale of Buyer's Property upon request.

2. Seller may continue to market Seller's Property for sale; however, any offer received will be negotiated as a Back-up Contract.

C. OTHER CONTINGENCIES

BUYER (_____/_____) _____ SELLER (_____/_____) _____ This Contract is contingent on: _____
SEE ADDENDUMS FOR ALL CONTINGENCIES _____

17. **FIXTURES AND PERSONAL PROPERTY:** This sale includes all fixtures, equipment and improvements of any kind which now exist and are attached to or planted on the premises such as, but not limited to: shrubbery, trees, fences, shutters, blinds, lamp posts, mail boxes, storage sheds, lawn irrigation system and all related equipment, pool and spa equipment, window and door screens, storm windows and doors, garage door openers and remotes, satellite dishes, Seller-owned security systems, smoke detectors, gas logs, central vacuum system, landscape lighting, curtain/drapery rods, ceiling fans and remotes, attached mirrors, light bulbs, switch plates, heating and air system registers and built-ins, such as equipment, appliances, cabinets, furniture and shelves, unless otherwise agreed herein. Items of personal property other than those above may be sold separately by Bill of Sale.

BUYER (_____/_____) _____ SELLER (_____/_____) _____
Initials Date Initials Date

18. OTHER TERMS: If conflicting with pre-printed portions of this Contract, the following terms will control:

SEE ADDENDUMS FOR ALL ADDITIONAL TERMS AND CONDITIONS

19. ADJUSTMENTS: Real estate taxes, homeowner association/regime fees, and rents when applicable, will be adjusted as of the date of closing. Tax prorrations pursuant to this Contract are to be based on the tax information available and deemed reliable by the Closing Attorney on the date of closing and to be prorated on that basis. Buyer will be responsible for applying for any applicable tax exemptions. Buyer is also responsible for any tax increases due to change in ownership. Unless otherwise agreed, Seller will pay all regular and special homeowner's association assessments and all governmental assessments levied prior to closing and Buyer will pay for those assessments levied after closing.

20. FIRE OR CASUALTY: In case the Property herein is damaged wholly or partially by fire or other casualty prior to delivery of deed, Buyer will have the right for ten (10) Business Days after notice of such damage to terminate this Contract. Upon such termination, earnest money will be released to Buyer and neither party will have any further rights hereunder. See Paragraph 4(D). If Buyer elects not to terminate this Contract or fails to provide timely Notice of Termination, the Parties will proceed according to its terms.

21. DEFAULT: If Buyer or Seller fails to perform any of the terms of this Contract, the other may elect to seek any remedy provided by law including, but not limited to, attorney fees and actual costs incurred or terminate this Contract with written notice. Actual costs incurred will include all costs and expenses incurred or obligated for by Buyer, Seller or Brokers in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, attorney's fees and real estate brokerage fee for this sale. If Contract is terminated, both Parties will execute a written release of the other from this Contract and both will hold Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or a court of competent jurisdiction dictates legal disposition. If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

22. MEDIATION: Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relation to this Contract, shall be submitted to mediation in accordance with the rules and procedures of the dispute resolution system of the National Association of Realtors. Disputes will include representations made by Buyer, Seller or any real estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreements signed by the Parties pursuant to the mediation conference will be binding. S.C. Code, Ann. Section 15-48-10 et. seq. shall not apply to this Contract.

BUYER () _____
Initials Date

SELLER (/) _____
 Initials Date

23. **ENTIRE BINDING CONTRACT:** The Parties agree that this written Contract expresses the entire agreement between the Parties, that there is no other agreement, oral or otherwise, modifying the terms hereunder and that this Contract will be binding on both Parties, their principals, heirs, personal representatives, successors and assigns as state law permits.

24. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of S.C. Code, Section 12-8-580 (as amended) regarding tax withholding requirements of Sellers who are not residents of South Carolina as defined in said statute.

25. **EXPIRATION OF OFFER:** This offer from Buyer will be withdrawn at _____ o'clock _____ M. (Eastern Time) on _____ unless accepted or countered by Seller in written form prior to such time.

26. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions of this Contract that stipulate a specific period of time for performance. Failure of Buyer or Seller to complete any provision of this Contract within the stipulated period of time for completion of the provision will constitute, where applicable, a default of this Contract.

27. **NOTICE AND DELIVERY:** Notice means a unilateral communication, including offers, counteroffers and associated Addenda from one Party to this Contract to the other. Notice to a Broker or affiliated Agent representing a Party to this Contract will be deemed to be Notice to that Party. All Notices required under this Contract will be in writing and will be effective as of Delivery. Delivery methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile (fax) or e-mail transmission. A faxed or e-mailed signature of a Party to this Contract will constitute an original signature binding upon that Party. The Parties agree that Delivery will be deemed to have occurred either on the day and at the time Notice is delivered by hand, by a professional courier service, or by United States mail (return receipt requested) or on the day and at the time Notice is sent by facsimile or e-mail transmission provided written confirmation of receipt is received by deliverer. No Party to this Contract will refuse Delivery in order to delay or extend any deadline established in the Contract.

28. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after closing, it will survive the closing and remain binding upon and for the Parties hereto until fully observed, kept or performed.

29. DEFINITIONS:

A. A single Business Day is defined as a twenty-four (24) hour period beginning at 8AM of any week day (Monday through Friday). A Business Day may not begin or end on a Saturday, Sunday or Federal legal holiday. For the purposes of this Contract, the first Business Day will begin at 8AM of the Business Day following final Contract acceptance. All deadlines/timelines set forth in the Contract will begin at 8AM of the first Business Day following the date of final Contract acceptance unless otherwise agreed to by Buyer and Seller.

B. Successful negotiation of this offer will have been completed when one of the Party's to the negotiation places the final, required signatures and/or initials on this offer. Contract acceptance will occur at the date and time when this Party subsequently delivers a copy of this executed document to the other Party. The Party receiving the executed document will be responsible for filling in the final Contract acceptance date and time on the last page of this Contract. If a Party is unrepresented, they will assume responsibility for filling in the required information.

C. In this Contract, closing is defined as the date and time that the Closing Attorney disburses funds.

D. The term Broker is also deemed to include affiliated Agent(s) of the Buyer's and Seller's Brokers.

30. **HUD-1 SETTLEMENT STATEMENT RELEASE:** Seller and Buyer authorize the Closing Attorney to furnish to Buyer's and Seller's Brokers copies of the HUD-1 Settlement Statement for the transaction.

31. **MEGAN'S LAW:** Buyer and Seller agree that the Buyer's and Seller's Brokers and all affiliated Agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry and that no course of action may be brought against the Buyer's and Seller's Agents and all affiliated Agents for failure to obtain or disclose such information. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information which may be obtained from appropriate law enforcement officials.

BUYER (_____/_____) _____
Initials Date

SELLER (_____/_____) _____
Initials Date

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

_____ Buyer's Signature	(L.S.)	_____ Buyer's Printed or Typed Name	_____ Date
_____ Buyer's Signature	(L.S.)	_____ Buyer's Printed or Typed Name	_____ Date
<i>William A. Brazell</i> Seller's Signature	(L.S.)	<i>William A. Brazell</i> Seller's Printed or Typed Name	<i>11/19/13</i> Date
_____ Seller's Signature	(L.S.)	_____ Seller's Printed or Typed Name	_____ Date

Buyer's Agent/Company acknowledges Buyer is a Client (☐) Customer (☐) Agent's Telephone Number _____

Seller's Agent/Company acknowledges Seller is a Client (☐) Customer (☐) Agent's Telephone Number _____

~~This section is not to be completed until the conditions of paragraph 29B are fulfilled~~

CONTRACT ACCEPTED BY BOTH PARTIES AT ____ O'CLOCK ____ M (ET) ON _____ DATE

ACCEPTANCE ENTERED BY _____ (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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EXHIBIT 2

CONTRACT

This Contract is made on March _____, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

This CONTRACT is regarding the property, residence and barn located at:

2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013/consideration at closing is \$4,500.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324' x 318.2' x 324' x 318.2' with residential dwelling containing 2240 sqft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J. BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing is \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

TOTAL CONSIDERATION at time of closing shall be: \$94,600.00

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring both Deeds into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.

Page 1 of 2

7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.
8. BUYER's son(s) JARED MILLER and/or JUSTIN MILLER will also be living on the property and assisting with the repairs and maintenance of the property.
9. BUYER will pay all electric, water and/or all utilities to keep the home in good condition and to prevent the home from mildewing and molding in the absence of heat and/or air conditioning.
10. In addition to the utility payment, BUYER will pay to SELLER an amount equal to \$500.00 per month which will be paid either in cash or in property improvements and/or repairs. This amount can be paid monthly or quarterly as BUYER sees fit. This amount will be deposited into SELLER's checking account at TD Bank or any other bank that SELLER designates in writing to BUYER.
11. As of the signing of this CONTRACT, BUYER has paid a total of \$5,820.09 for taxes, insurance, repairs and improvements on SELLER's behalf. (Receipts and itemization attached)
12. All amounts paid by BUYER for taxes, insurance, repairs and improvements will be credited against the Sales Price listed above at closing, thereby reducing the Sales Price accordingly.
13. SELLER will not sell, rent, lease or perform any other action with the property and/or dwelling without written permission from BUYER while BUYER is in compliance with this CONTRACT.
14. This CONTRACT is to serve as CONTRACT IN LIEU OF DEED until the Deed can be transferred to BUYER. SELLER agrees to abide by this CONTRACT as if it were an actual DEED to BUYER.

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties. All verbal agreements are now null and void. This Contract is governed by the laws of the State of South Carolina.

Addresses for BUYER and SELLER:

BUYER: 345 Bright Sumac Court, Henderson, NV 89015

SELLER: P.O. Box 146 Prosperity, SC 29127

Any address changes must be in writing to BUYER or SELLER.

The parties have signed this Contract on the date specified at the beginning of this Contract.

BUYER

SELLER

CONTRACT

This Contract is made on April 9th, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

This CONTRACT is regarding the property, residence and barn located at:

2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013 is \$4,500.00. Value/consideration at closing will be \$9,000.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sq ft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing will be \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring the Deed regarding 2428 into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.
7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.

B. B.

P. 141

8. BUYER's son(s) JARED MILLER and/or JUSTIN MILLER will also be living on the property and assisting with the repairs and maintenance of the property.
9. BUYER will pay the electric, water and/or utilities to keep the home in good condition and to prevent the home from mildewing and molding in the absence of heat and/or air conditioning.
10. In addition to the utility payments, BUYER will pay to SELLER an amount equal to \$500.00 per month (or \$1,500.00 per quarter) which will be paid either in cash or in property improvements. This amount can be paid monthly or quarterly. This amount will be deposited into SELLER's checking account at TD Bank or any other bank that SELLER designates in writing to BUYER. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
11. As of the signing of this CONTRACT, BUYER has paid a total of \$5,820.09 for taxes, insurance, repairs and improvements on SELLER's behalf. (Receipts and itemization attached)
12. All amounts paid by BUYER for taxes, insurance and improvements will be credited against the Sales Price listed above at closing.
13. SELLER will not sell, rent, lease or perform any other action with the property and/or dwelling without written permission from BUYER while BUYER.
14. This CONTRACT is to serve as CONTRACT IN LIEU OF DEED until the Deed can be transferred to BUYER. SELLER agrees to abide by this CONTRACT as if it were an actual DEED to BUYER.

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties. All verbal agreements are now null and void. This Contract is governed by the laws of the State of South Carolina.

Addresses for BUYER and SELLER:

BUYER: 345 Bright Sumac Court, Henderson, NV 89015

SELLER: PO Box 146, Prosperity, SC 29127 (938 Hwy 219)

Any address changes must be in writing to BUYER or SELLER.

The parties have signed this Contract on the date specified at the beginning of this Contract.

BUYER

SELLER

BUYER

SELLER

* See reverse for list as mentioned on page 1

Things that Seller wants

Everything else to be sold or
Kept by Buyer

3 pieces of dining room furniture
Sofa table

Blue office chair

Wooden bar stool - swivel

Little freezer (inside)

Big freezer (outside)

Heater

Old Singer sewing machine if we
can't sell it first

Brisque Red doll

Lamps

Horse + wagon

Squirrel cookie jar

Wooden lamp

Gun cabinet - Judy can use it until
they need it

wooden bed in laundry room

wheel chair + walker

Rocking chair

wooden chair (P. 143)

* To be
sold in
laundry
room
outside
with
seller
feels
it
up

FAX COVER SHEET

TO	Bill & Brenda Brazel
COMPANY	
FAX NUMBER	18032760424
FROM	Judith Haley
DATE	2014-04-08 16:08:46 GMT
RE	Contract

COVER MESSAGE

I think I fixed the fax! Finally!

I am attaching the contract that I have fixed like we discussed.

If it is not right, please write the changes on it and fax it back to me...I will make the changes and fax back to you.

I had to be admitted to the hospital yesterday for my migraine and just got home this morning ... and had to take Dad to dialysis and now I'm here trying to get caught up. I think I need a vacation!!! HaHa!

Also ... don't forget to attach the sheet that lists the stuff you want to keep when you fax it back to me ... the organizer girl is coming tomorrow...I so I want to have everything ready for her.

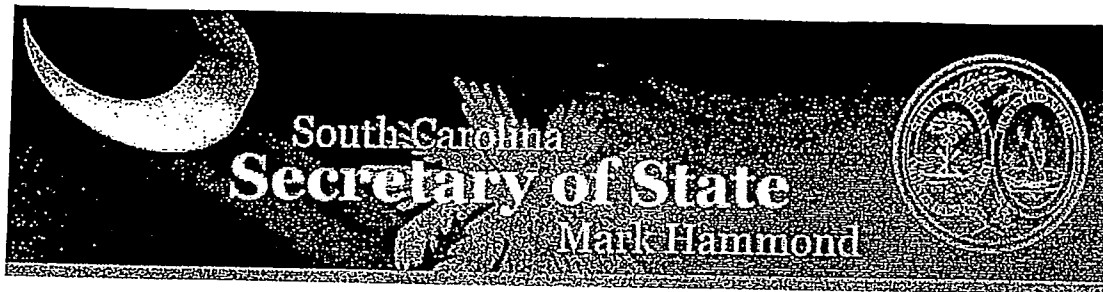
I am so sorry this has taken so long! I sure do appreciate your patience! You are awesome!

Talk to you soon.

BUYER

SELLER

1 2 3 4 5 6 7 8 9 10

**FIFTH DAY FARMS**

Note: This online database was last updated on 10/7/2015 3:06:53 AM.
See our Disclaimer.

DOMESTIC / FOREIGN:

Domestic

STATUS:

Good Standing.

**STATE OF INCORPORATION
/ ORGANIZATION:**SOUTH CAROLINA
Non Profit**REGISTERED AGENT INFORMATION****REGISTERED AGENT NAME:**

JUDITH D HALEY

ADDRESS:

2428 HEYWARD BROCKINGTON RD

CITY:

COLUMBIA

STATE:

SC

ZIP:

29203

SECOND ADDRESS:**FILE DATE:**

03/06/2015

EFFECTIVE DATE:

03/06/2015

DISSOLVED DATE:

//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Eleemosynary Incorporation	03/06/2015	SCBOS Filing: NONPROFIT CORPORATION	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201

Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC 29201

EXHIBIT 5

Search Google+

Ann

Profile

1



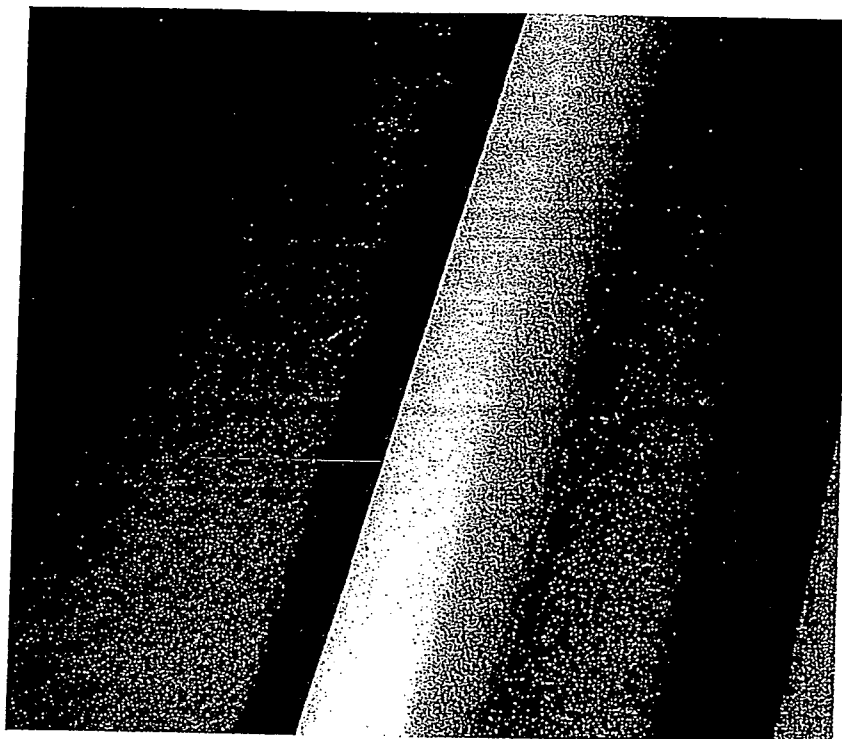
5th Day Farms Rescue Ranch

2428 Heyward Brockington Rd Columbia,...

Animal Rescue Service
Today Open 24 hours

Follow

4 followers | 2,906 views



About

Posts

Photos

Videos

Contact Information

Review Summary

Wri

Heyward Brockington Rd



Be the first
to review

2428 Heyward Brockington Rd Columbia, SC
29203

Animal Rescue Service · Today Open 24 hours

Photos

Contact Information

Map of the business location

2428 Heyward Brockington Rd Columbia, SC 29203

Animal Rescue Service · Today Open 24 hours

Genesis 1:1-24

1 In the beginning God created the heaven and the earth.

23 and the evening and the morning were the fifth day.

24 and God said, let the earth bring forth the living creature after his kind, cattle, and creeping thing, and beast of the earth after his kind: and it was so.

Fifth Day Farms Rescue Ranch is a 501(c)(3) non-profit organization dedicated to providing shelter, care and rehabilitation for abused, neglected, abandoned, and unwanted animals, including animals that can no longer be cared for by their owners along with horses at risk of going to slaughter. Fifth Day Farms Rescue Ranch will adopt out each animal into a permanent caring and positive environment that is mutually beneficial to both animal and human, or the animal will remain at the Ranch until it crosses the "Rainbow Bridge."

The founding director of Fifth Day Farms Rescue Ranch is Judy Haley, who since 2001 has rescued many animals including horses, dogs, cats, goats, chickens, reptiles and even fish and continues to do so with love and devotion to all of God's creatures!

Fifth Day Farms Rescue Ranch has been incorporated in the State of South Carolina as a non-profit organization since 2013. The IRS granted the Ranch tax exempt status under 501(c)(3), a charitable organization in 2014. Please ask for the Tax ID number so you can use your donation as a tax deduction!

Google+ URL

[google.com/+5thDayFarmsRescueRanchColumbia](https://plus.google.com/+5thDayFarmsRescueRanchColumbia)

EXHIBIT 6

Search Facebook

Remona Home 5 3

Create Page

Sponsored

DRF

Shelby Raye
4th Annual Chili Coc
4th Annual Chili Coc
Concert to Benefit JJ
Schooner's Immo
Sunday, March 6, .
12:00pm
Join Event · 240 pe
going

Timeline About Photos Reviews More ▾

About 5th Day Farms Rescue Ranch

Overview

Page Info

Milestones

Page Owners

PAGE INFO

Start Date Founded In November 2013

Hours

Mon-Sat: 7:00 am-7:00 pm
Sun: 3:00 pm-7:00 pm

Short Description

Just a little piece of Heaven in the country!
The last stop for some of God's creatures before
exaltation!
Genesis 1:20-23, and on the 5th Day...

Impressum

Fifth Day Farms Rescue Ranch - non-profit
(ask for Tax ID number for donations)
Columbia/Blythewood, SC 29203
judithdhaley@gmail.com
Judith D. Miller-Haley - Owner/Operator

Email

judithdhaley@gmail.com

Website

http://www.essentiallyjudy.com

5th Day Farms Rescue Ranch

Remona Home 20+

3



Create Page

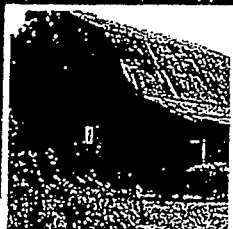
Recent

2015

2014

2013

Sponsored



Timeline About Photos Reviews More ▾

87 people like this

Post Photo / Video

109 people have been here

Open · 7:00AM - 7:00PM

Get additional info

Invite friends to like this Page

5.0 ★
5.0 of 5 stars · 2 reviews
View Reviews

ABOUT

☐ Ask for 5th Day Farms Rescue Ranch's phone

<http://www.essentiallyjudy.com/>

Impressum

Write something...

Post



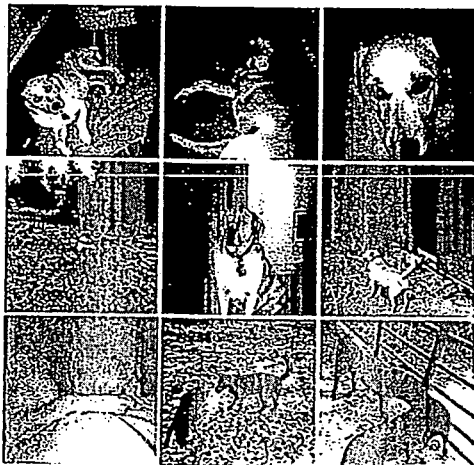
5th Day Farms Rescue Ranch added 7 new photos from September 15 to the album: Fred - 5.5 y/o Lab/Corgie Mix NM — at 5th Day Farms Rescue Ranch.
September 15 · ·

Fred is a Yellow Lab and Corgie mix.

He is neutered and he is about 5 and a half years old DOB: 3/10/2010

He is the absolute sweetest dog on the ranch! He was trained as a companion dog from the time he was a puppy. That means he was trained not to lick people, not to jump up on people, and to stay beside his owner until released. He has lost some of his training, but he still makes an awesome companion dog!... See More

PHOTOS



VISITOR POSTS



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Chat (32)

5th Day Farms Rescue Ranch

 Ramona Home 20+ Most Recent

3

Be the first to add a post.

Create Post

REVIEWS

5.0 5.0 of 5 stars · 2 reviews



Daniel Lynn Medlin — Deloris and I live around the corner off Blythewood rd about 2 miles. We would love to see the Farm.

January 1, 2014 · 2 Reviews ·
Like · Comment · 1 1



Terry Atkins Medlin —
January 1, 2014 · 3 Reviews ·
Like · Comment



Tell people what you think

PEOPLE ALSO LIKE



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Home

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Doodles Corner
Home

Like



The Wooden Boutique
Home

Like

English (US) · Privacy · Terms · Cookies · Advertising ·
Ad Choices · More
Facebook © 2015



Judith Scott Also participated in the killing of a kitten
Like · Reply · September 28 at 9:25pm



Write a comment...

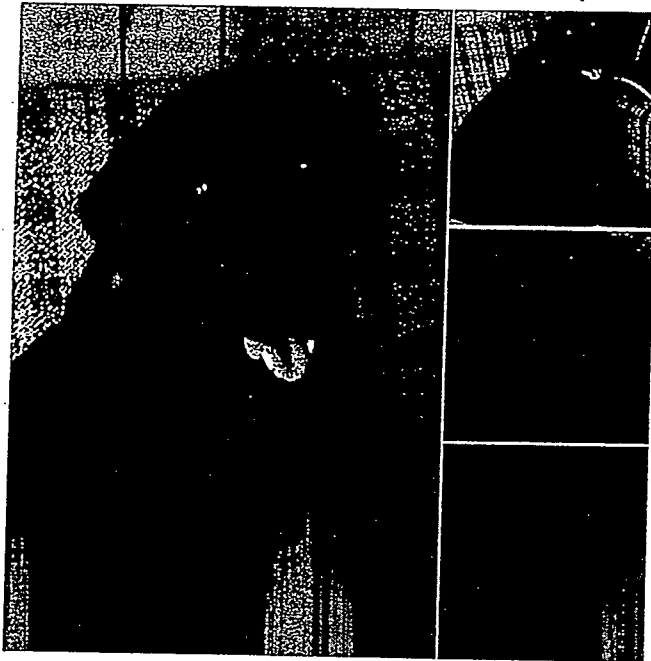


5th Day Farms Rescue Ranch added 11 new photos from September 15 to the album: Lizzy - Pure Bred Black Lab - 1 1/2 y/o - SF — at 5th Day Farms Rescue Ranch.
September 15 ·

Lizzy is a pure bred Black Lab (no papers)

She is spayed and she is about a year and 1/2 old DOB: 4/6/2014

She is such a sweet girl! She has been through a lot since she has been at the ranch! She recovered from a near-death car accident, and then survived nearly having her foot cut off in something! She has completely recovered from both and is now healthy as can be! (A little over weight because she was babied so much during her recovery ...but she will quickly run that... See More



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5th Day Farms Rescue Ranch added 17 new photos to the album: Abby - Black lab 1 y/o SF — at 5th Day Farms Rescue Ranch.

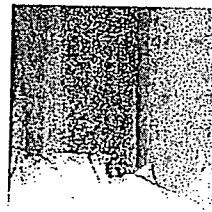
September 15 at 1:05pm ·

Abby is a beautiful black lab. We aren't sure if she is purebred or if she is a mix yet.

She is spayed and he is 1 years old (BOB: 9/11/14)

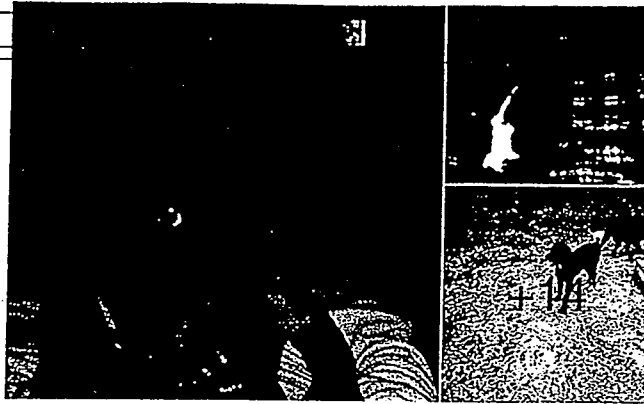
She is a super sweet girl and loves everyone!

She is great with kids, other dogs, cats, chickens and horses.... See More



Chat (32)

5th Day Farms Rescue Ranch



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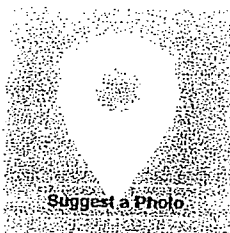
See More Stories ▾

EXHIBIT 7

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5th Day Farms Rescue Ranch

Charity Organization

Like Save Suggest Edits

5.0 ★ · 1 public rating

Unofficial Page Is this your business?

Suggest an Address

This will help people find this place

Has a street address

Street address

City

Ignore Save

REVIEWS

Tell people what you think



Roger Hovis —

Like · Comment · about 4 months ago ·



Posts about 5th Day Farms Rescue Ranch



5th Day Farms Rescue Ranch added 40 new photos to the album: Random Ranch Pictures! — at 5th Day Farms Rescue Ranch.

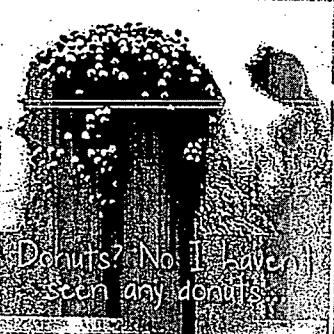
August 25 ·

Like Page

Camp Ground Rd



We have fun here at the ranch ... and here is proof!



1 Like

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5th Day Farms Rescue Ranch added a new photo — at 5th Day Farms Rescue Ranch.

August 25 ·

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ABOUT

Address Suggest an address
Phone Suggest a phone number

13 likes 27 visits

PHOTOS



PEOPLE ALSO LIKE



Last Chance Animal Rescue
Charity Organization

Like



Leave No Paws Behind, Inc.
Charity Organization

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Middle Mutts
Charity Organization

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Facebook © 2015

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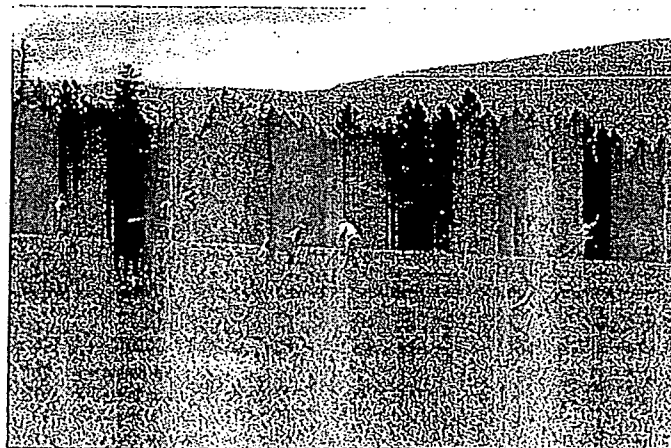
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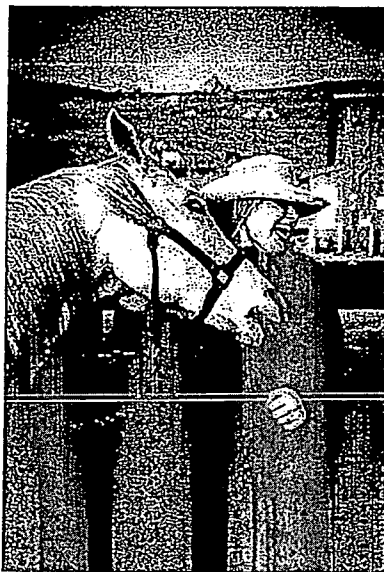
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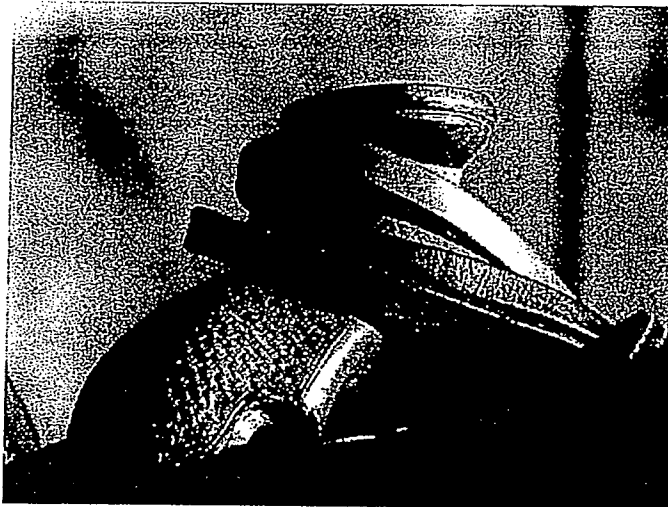
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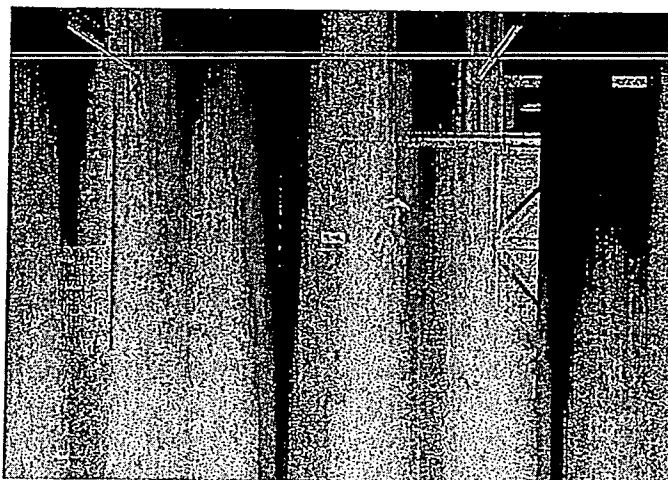
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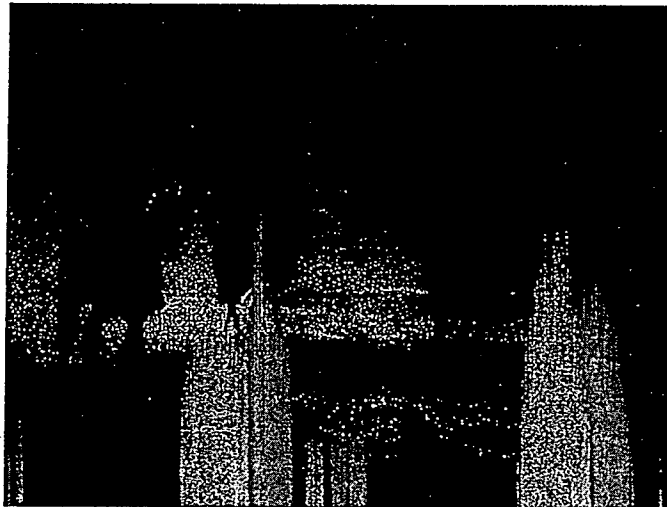
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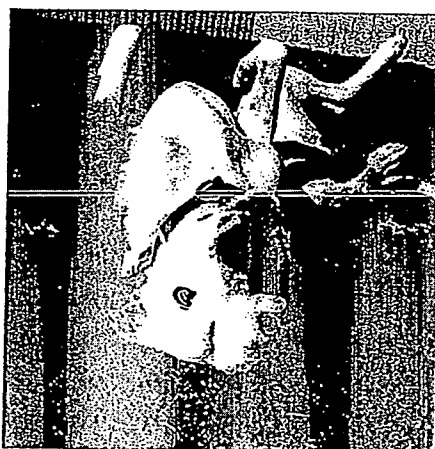
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Rescue Prayer

— Author Unknown

Now I lay me down to rest... I pray my soul can stand this test
Of watching critters lose their homes... While owners gripe and cry and moan

I long for strength of spirit that they'll find a loving home again
Where they will know a loving heart... I can't do much, but it's a start

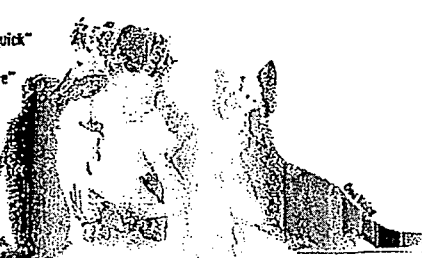
And spare me from the owner's pleas... About the baby's allergies
Or how they're moving out of state... Or spitefulness 'tween cat and mate

Please keep me sane while dealing with the woman who bought as a gift
A wriggling tiny ball of fluff that now is playing way too rough

Remind me I should bite my lip
when confronted with "he grew too quick"
"I didn't know he'd get so large"
"He seems to think that he's in charge"

Protect my heart when I hear them say
"I think we'll breed our dog one day"
Sometimes I think it'll break in two;
Each day brings trials harsh and new

And if I die before I wake
I pray our hopeless souls you'll take
My tears are gone, my faith is true
Lord, please hear my rescue prayer.



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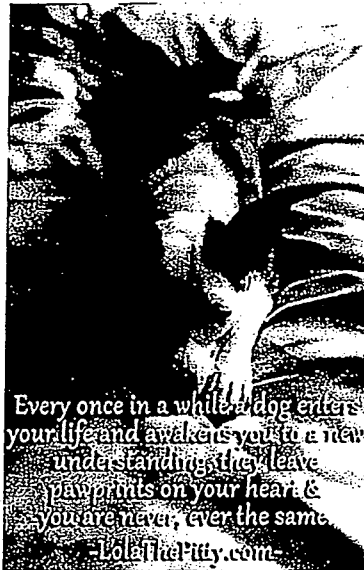
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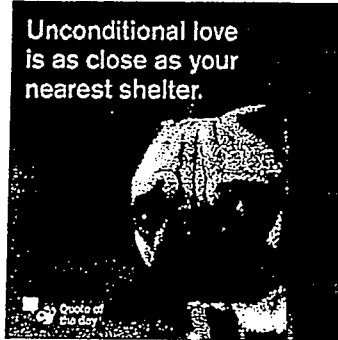
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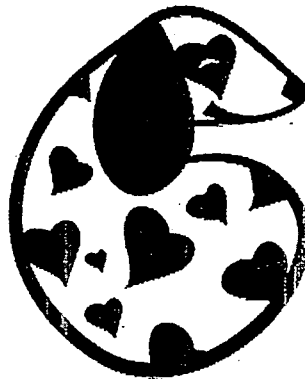
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Pet Adoption

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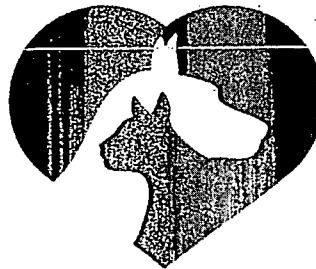
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the
Shelter Day

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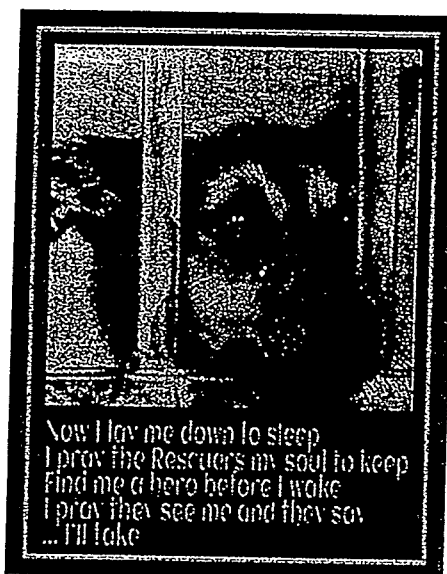
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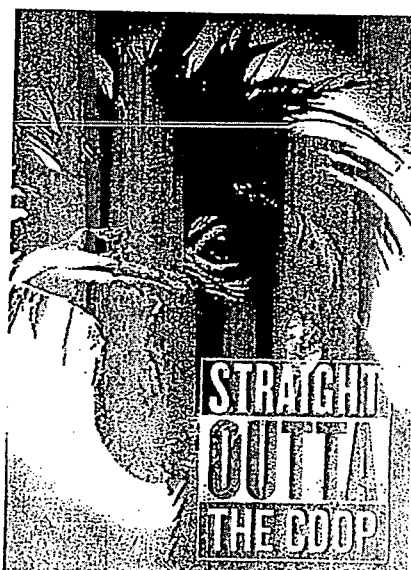
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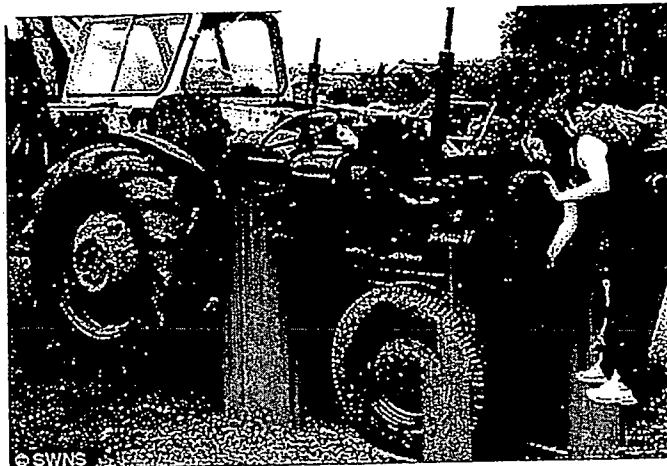
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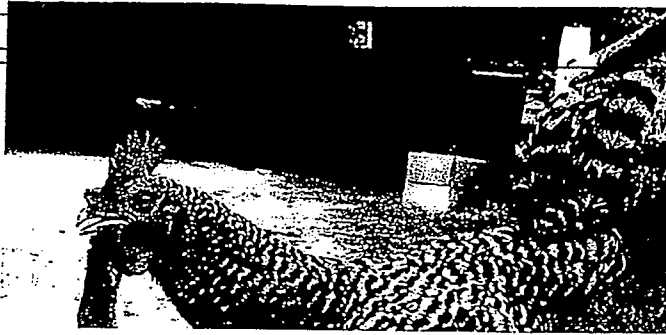


5th Day Farms Rescue Ranch added a new photo — at 5th Day Farms Rescue Ranch.
August 25 ·

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Chat (86)

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5th Day Farms Rescue Ranch added a new photo — at 5th Day Farms Rescue Ranch.
August 25 ·

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© Imogen Anthony Instagram

1 Like

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Chat (86)



Judy Miller

October 12 at 2:15pm · 🌐

Ok....I guess because I don't whine and complain, it is "assumed" that I am okay, and that this flood didn't even effect me.

Well ... Guess what???? I'm gonna start whining!!!

First things first, I have severe rheumatoid arthritis that is exacerbated when the barometric pressure goes low. So....in case you are not aware, tropical disturbances have a very low barometric pressure. So when one is out in the Atlantic, I am in excruciating pain and can barely move... which makes it very difficult to clean up after a disaster like this.

Half of my house was completely flooded as water rushed in my sliding glass doors from the hill in my backyard. I am still cleaning up the mess from everything being soaked. All of my baseboards, doors, and anything on the floor is completely ruined.

Half of the crawlspace under my house is still flooded and God knows what is growing in the water now.

All of my wood floors are damaged and buckling.

My septic tank backed up into my house and it took a whole day to get it to drain out.

My roof leaked and went down the walls along the front of my house.... all of this is because the previous owner forged my name on an insurance check that was "accidentally" sent to her house for the roof damage last year....so I can't afford to fix the roof...nor can I get homeowners insurance until I fix the roof. Yep...it's a lovely thing being uninsured in a storm!!!

I was storing a ton of the previous owners items in a horse stall and my barn, and since my barn flooded, all of that was destroyed, and now I just need to throw it all away, and in the meantime it is a moldy, mildewy, disgusting mess.

All of the crap that the farmhands scattered all over my carport is soaking wet and still hasn't dried out!

I can't get my vehicle out of my driveway anymore, because of the "flood made canals" that have taken over and are getting bigger and bigger by the day!

LIST OF PERSONAL BELONGINGS

Below is a list of personal belongings that I left at 2428 Heyward Brockington when Judy and I separated on October 21, 2014. Please note, this list is not "all inclusive". I'm sure there are items that I cannot remember.

Golf clubs
Tools and Rolling tool box
Sailing bag
Board games
All of my Clothes
30/30 and ammo
Clips for Keltec 9mm
One- half of 9mm ammo
Panasonic 50" plasma TV
Pioneer Receiver
Sony Blu-Ray
Sub-woofer
Power strip
Klipsch Speakers
Scriptures
Blood pressure monitor
iPad charger base
iPad speakers
Korean jewelry box
Audio Compact Disks
Haley Family Photos
Large Portrait/Photograph of me at 5-7 years old.
Golf balls
Hats
Watches
Journals
Haley Family Genealogy documents and photos
Bowling balls
Bread maker
Chess set that my son, Robert, sent from Iraq

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM A. BRAZELL, of the County of Newberry, State of South Carolina, have made, constituted and appointed and by these presents do make, constitute and appoint my wife Brenda S. Brazell as my true and lawful attorney for me and in my name, place and stead to do the following acts and things and to exercise the following powers, and I intend that, subject to the definitions hereinafter contained, the same be construed in the broadest possible manner.

I hereby revoke all Powers of Attorney, general and/or limited, heretofore granted by me as Principal and terminate all agency relationships created thereunder, including those of all Successors Agents named therein, if any.

1. To endorse any and all checks, drafts, or vouchers, and to cash the same or deposit their proceeds in my bank account; to sign and issue checks on any bank account in my name; and to make, deliver and execute, cancel, modify, buy, sell, exchange, pledge, or otherwise acquire or dispose of any tangible or intangible property of mine by means of any type instrument necessary or advisable to accomplish the same.

2. To enter into, perform, modify, extend, cancel, compromise, or otherwise act with respect to any contract of any sort whatsoever.

3. To procure insurance against any and all risks affecting property of persons, and against liability, damage, or claim of any sort; to alter, amend, extend, or cancel such insurance.

4. To borrow money in such amounts, for such periods and upon such terms as my attorney shall deem proper and to secure any loan by the mortgage or pledge of any property of

WAB

mine.

5. To pay any amount that may be owing at any time by me upon any contract, instrument, or claim; to deliver or convey any tangible or intangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.

6. With respect to any account in my name or in any other name for my benefit with any broker, bank, banker or trust company, to make deposits therein and withdrawals therefrom whether by check or otherwise; and to open, to continue and to close such account or any similar account.

7. To receive payment of any indebtedness due me or any money coming to me, and to receive payment of dividends, interest, and principal, and to give receipts, releases and acquittances thereof.

8. To open and have free access to any lockbox to which I have access, and to all the contents thereof.

9. To buy, sell, exchange, mortgage, encumber, lease or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties; to partition real property, to make real property, and to repair, alter, renovate, improve, remodel, erect, or tear down any building or other structure or part thereof.

10. To make, execute and deliver, or to receive or obtain, any lease, indenture of lease or contract for lease for any real property and any assignment of lease or indenture of lease and consent to the assignment thereof, for such periods of time, and with such provision or renewals, conditions, agreements, and covenants as my attorney shall deem proper; and to amend, extend, modify, or cancel any of the terms, covenants, or conditions, including covenants to pay rent, of

GRAB

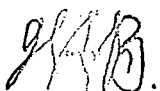
any lease, indenture of lease and contract of lease, whether heretofore or hereafter made, and to cancel, surrender, and accept the surrender of any lease, indenture of lease and contract of lease.

11. To employ and compensate nurses, doctors, attorneys, agents, accountants, investment advisors, brokers, tax specialists, realtors, domestic servants and others; and to remove them and appoint others in their place; deemed by my attorney needful for the proper handling of my affairs.

12. To assert, defend, compromise, acquire or dispose of or otherwise deal with any claim, either alone or in conjunction with other persons, relating to me or any property of mine or any other person, or any government, or any estate of a deceased or an incompetent person, or any trust whether created by will of a deceased person or instrument of a living person, or property of whatsoever nature; to institute, prosecute, the defense of any such claim, and to retain, discharge, and substitute counsel and authorize appearances of such counsel to be entered for me in any such action or proceeding.

13. To arbitrate any claim in which I may be in any manner interested, and for that purpose to enter into agreements to arbitrate, and either through counsel or otherwise to carry on such arbitration and perform or enforce any award entered therein.

14. To prepare, execute, verify, and file in my name and on my behalf any and all types of tax returns, amended returns, declarations of estimated tax, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund or petition, including petition in the Tax Court of the United States, in connection with any tax imposed or purported to be imposed by any government, or claimed, levied, or assessed by any government, and to pay such tax or to obtain any extension of time for any of the foregoing; to execute waivers or consents agreeing to a later determination and assessment of taxes than is



provided by any Statute of Limitations; to execute waivers of restrictions on the assessments and collections of any deficiency in tax; to execute closing agreements and all other documents, instruments, and papers relating to any tax liability of mine of any sort; to institute and carry on either through counsel or otherwise any proceeding in connection with contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof, and to enter into any agreements or stipulations for compromise or other adjustments or dispositions of any tax.

15. To make gift of any of my property to any person, corporation or other legal entity, including any attorney designated herein, at any time and from time to time as such attorney shall deem appropriate.

16. To act on my behalf related to any act, power, duty, right, or obligation which I have or may acquire related to any matter, transaction, or property.

And generally to transact all business affairs and interests, as fully and completely as I myself might do if personally present; and to do any and all acts and things which my attorney shall deem useful, necessary or proper to do any of the foregoing acts or to carry out any of the foregoing powers.

It is my intent that my attorney-in-fact is a fiduciary and is accountable and responsible as a fiduciary. It is my intent that this Power of Attorney comply with Section 62-5-501 of the 1976 Code of Laws as amended: "No person who may act in reliance upon the representations of my attorney-in-fact for the scope of authority granted to the attorney-in-fact shall incur any liability as to me or to my estate as a result of permitting the attorney-in-fact to exercise this authority, nor is any such person who deals with my attorney-in-fact responsible to determine or ensure the proper application of funds or property."

My attorney shall have full power of substitution and revocation and such substitution or revocation may relate to or be limited to any one or more of all the foregoing acts or powers, or limited as to time or in any other respect as my attorney shall deem proper.

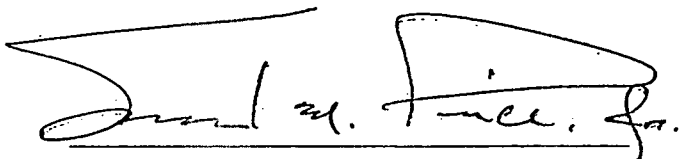
This Power of Attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his/her own estate.

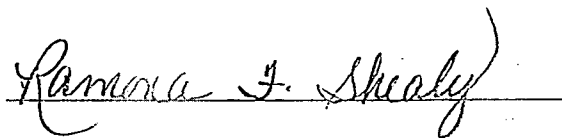
This Power of Attorney shall not be affected by lapse of time.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of February, 2016.


WILLIAM A. BRAZELL

Signed, sealed, published and declared by WILLIAM A. BRAZELL as and for his Durable Power of Attorney, in the presence of the undersigned, who at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:





[illegible]

PERSONALLY appeared before me Samuel M. Price, Jr. and
made oath that s/he saw the within named WILLIAM A. BRAZELL sign, seal and as his act and
deed, deliver the within Durable Power of Attorney and that s/he, with Ramona F.
Shealy, witnessed the execution thereof.

SWORN to before me this 9th day of February, 2016.

Ramona J. Shealy
Notary Public for South Carolina

My Commission expires: 3/14/2024

James M. Price, Jr.

October 26th, 2015

To Whom It May Concern:

William and Brenda Brazwell took out three Dwelling Insurance Policy's with the renter Judith and Michael Haley responsible for the insurance payments.

Policy #1 American Modern 0047760839 effective 7/23/2014 and cancelled 09/06/14 for non payment

Policy #2 Rewrite American Modern 0047805928 effective 9/24/2104 and cancelled on 10/20/14 for non payment

Policy #3 with Auto Owners 49-664-896-00 effective 10/20/2013 and cancelled 6/23/2014 for non payment of premium

Then I received an agreement that Michael and Judith Haley had a contract of sales and would put the home owners policy in the Haley's name with the Brazwell's listed as mortgagee.

Policy #4 Auto-Owners 46-012-421-01 effective 10/20/2014 and canceled 3/1/2014 for non compliance with inspection, condition of the property, animals.

Over the course of these policy periods, Mrs. Brenda Brazwell had made repeated attempts to contact Judith, even asking me to try and fax or email requests to contact Mrs. Brenda concerning the declined credit card payments. Mrs. Brazwell was told by Judith Haley's father and neighbor to the property at 2428 Heyward Brockington Rd, that "she needed to get there and check on things".

In mid November 2014, Mrs. Brenda came in the office and asked that I call Judith Haley for her. In the conversation Judith Haley said she was involved in a domestic dispute with her husband. And she had storm damage to the roof. I told her that Michael Haley had said he could fix the damage and didn't not want to file a claim, when I was contacted by Michael Haley to write the 4th policy in the Haley's name as a homeowners policy. Judith Haley then requested to have Michael Haley's name removed from the policy, as he had moved out and they were no longer together. Mrs. Brenda Brazwell was present at then time and was agreeable to the name change.

After trying to reach Judith Haley several times with no response. Mrs Brenda Brazwell called the office around Christmas 2014 asking about the roof again. I filed a claim on Mrs. Brazwell's request.

Judith wanted the claim filed on William and Brenda Brazwell's policy not hers. We then changed the claim back to the May 2015 policy.

The insurance inspectors tried several times to reach Judith Haley for front and rear photos. Judith was non complaint the policy went into cancellation.

The claims adjuster at the time Christa Sheehan contacted Judith Haley to schedule a time to come look at the roof. Judith Haley was very hostile and basically said she could not come onto her property until she agreed to Judith Haley's terms of what she wanted. Christa the claims adjuster was just going to close the claim for non cooperation. After much back and forth, the policy was filing on William Brazwell's policy that was effective in May 14.

Christa Sheehan went to the property and sent half of the insurance check to Mrs. Brenda Brazwell pending the repair being completed. As of now the claim is still open.

See attached policy and cancellation notices, email correspondence with the Haley's.

Beverly Griffin
Bowers and Floyd, Inc.
PO Box 189
Newberry SC 29108
803-276-0622 phone
803-276-0627 fax
beverly@bowersandfloyd.com

SWORN to me this 26th
day of October, 2015.

Ramona J. Shealy
Notary Public for South Carolina
My Commission Expires: 3/14/2024

Beverly Griffin
BEVERLY GRIFFIN

Policyholder Info

>> Request
Change

Company Name: American Modern Select
Insurance Company
Policy Number: 0047760839
Policy Status: Cancelled
Entered Date: 07/24/14
User ID: Web
Policyholder's Name: William Brazell
Address:
Mailing Address: Po Box 146
Newberry SC 29108-0146
Home Phone: 803-276-0424
Work Phone:
Date of Birth: 07/12/44
Social Security Number: ***-**-4781
Original Effective Date: 07/23/14

Current Billing

>> Request
Change
History

Date Due:
Amount Due Now:
Service Charge: \$0.00
Other Charges:
Total Outstanding:
Total Premium Received: \$0.00
Reason for Bill:
Earn Premium Date: 07/23/14
Last Payment: \$146.00
Date Posted: 07/24/14
Concurrent Billing: No
Next Bill Date:
Next Bill Amount:
Billing Plan: Direct Bill
Bill To: Insured
Payment Plan: 12sp
Billing Status: Policy Has Been Cancelled
For Non-payment Of
Prem., Policy Has Been
Charged Off - Cannot Be
Reinstated, Ezpay(efi/cc)
Policy,
Pending Payment: No

[Make a Payment](#)

Basic Record Detail

Line of Business: Dwelling Fire
Program: Standard Dwelling Fire
Rental Dp3
Policy Term (months): 012
Effective Date: 07/23/14 Start
Expiration Date: 07/23/15
Written Premium: \$759.48
Full-Term Premium: \$866.00
Agent: 079001
Agent Type: G
Subproducer: 800274
Number of Liens:
Total Claims:
Number of Open Claims:

Unit 1 Info

>> Request
Change
Details

Total Units: 1
Year: 1969
Construction: Masn. Veneer
Location Address: 2428 Heywrd Brockngton
Columbia ,SC 29203
9681

Cancellation

Requested By:	Company
Reason for Cancellation:	Non-pay
Date Effective:	<u>09/06/14</u> <i>cancelled</i>
Method of Cancellation:	Pro-rate
Date Cancellation Entered in System:	
Cancellation Amount:	759.48

Policyholder Info

[» Request Change](#)

Company Name: American Modern Select Insurance Company
Policy Number: 0047805928
Policy Status: Cancelled
Entered Date: 09/29/14
User ID: Web
Policyholder's Name: William Brazell
Address:
Mailing Address: 952 Hwy 219
Prosperity SC 29127-0146
Home Phone: 803-276-0424
Work Phone:
Date of Birth: 07/12/44
Social Security Number: ***-**-6465
Original Effective Date: 09/25/14

Current Billing

[» Request Change History](#)

Date Due:
Amount Due Now:
Service Charge: \$0.00
Other Charges:
Total Outstanding:
Total Premium Received: \$0.00
Reason for Bill:
Earn Premium Date: 09/25/14
Last Payment: \$140.50
Date Posted: 09/29/14
Concurrent Billing: No
Next Bill Date:
Next Bill Amount:
Billing Plan: Direct Bill
Bill To: Insured
Payment Plan: Standard Four Pay
Billing Status: Policy Has Been Manually Cancelled., Policy Has Been Charged Off - Cannot Be Reinstated,
Pending Payment: No

[Make a Payment](#)

Basic Record Detail

Line of Business: Dwelling Fire
Program: Standard Dwelling Fire Rental Dp3
Policy Term (months): 012
Effective Date: 09/25/14 *Start*
Expiration Date: 09/25/15
Written Premium: \$780.08
Full-Term Premium: \$837.00
Agent: 079001
Agent Type: G
Subproducer: 800274
Number of Liens:
Total Claims:
Number of Open Claims:

Unit 1 Info

[» Request Change Details](#)

Total Units: 1
Year: 1970
Construction: Masn. Veneer
Location Address: 2428 Heywrd Brockigton Rd
Columbia, SC 29203
9681

MSB Calculated Value

MSB
Calculated Value: [View MSB Report \(PDF\)](#)

Cancellation

Refund Info

Requested By:	Insured	Refund Amount:	0.00
Reason for Cancellation:	Unknown	Refund To:	Insured
Date Effective:	10/20/14 <i>Cancelled</i>		
Method of Cancellation:	Pro-rate		
Date Cancellation Entered in System:			
Cancellation Amount:	780.08		



← SUMMARY → BILLING HISTORY → COVERAGE → CLAIMS → OTHER PAPERS → CHIT → VIEW MEMOS → PAY

Auto-Owner's

Page 1

policy number # 3

15560 (10-09)

Issued 11-26-2013

Policyholder since 2013

DWELLING FIRE POLICY DECLARATIONS

Effective 11-20-2013

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY BOWERS & FLOYD INC
16-0444-00 BG Mkt Terr 046 (803) 276-0622

POLICY NUMBER 49-664-896-00

INSURED WILLIAM A BRAZELL

Company Use 36-53-SC-1311

ADDRESS PO BOX 146
PROSPERITY SC 29127-0146

Company Bill	POLICY TERM	
	12:01 a.m.	12:01 a.m.
	11-20-2013	11-20-2014

	TERM
TOTAL POLICY PREMIUM	\$597.71
PAID IN FULL DISCOUNT	-29.90
TOTAL POLICY PREMIUM IF PAID IN FULL	\$567.81

The Paid In Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the company.

LOCATION 001

PREMIER SPECIAL FORM POLICY

Location: 2428 HEYWARD BROCKINGTON RD COLUMBIA SC 29203-9681
SOUTH CAROLINA VALUATION CLAUSE APPLIES.

PRIMARY PROPERTY AND LIABILITY COVERAGES	LIMITS	PREMIUM
A Dwelling	\$151,400	Included
B Other Structures		
All Other Structures (Unless Specifically Excluded)	15,140	Included
C Personal Property	3,000	Included
D Loss of Rents	15,140	Included
F Landlord Liability (each occurrence)		
Entity Type: Individual	100,000	Included
G Medical Payments to Others		
(each person/each occurrence)	1,000	Included
Property Deductible		
\$1,000 - All Peril Deductible		

COVERAGES INCLUDED IN YOUR POLICY

Property Coverage Limitation for Fungi, Wet Rot, Dry Rot and Bacteria resulting from a covered cause of loss	\$15,140	Included
Adjusted Value		Included

ADDITIONAL COVERAGES THAT APPLY

TERRORISM - CERTIFIED ACTS	\$5.92
SEE FORMS 59350, 15243, 59390	
TOTAL PREMIUM BEFORE ADJUSTMENTS	\$776.92

PREMIUM ADJUSTMENTS THAT APPLY

Property Deductible	
\$1,000 - All Peril Deductible	
Age of Insured Discount - Policy Term Age 70	
Protective Devices Discount	
Paid In Full Discount is available	
Roof Replacement Cost Surcharge	
Claim Free Discount	
Insurance Score	
TOTAL ADJUSTMENTS	\$179.21-

Cancelled
6/23/2014

Auto-Owner

Page 1

Policy number #3

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Issued 06-27-201
Policyholder since 201
DWELLING FIRE POLIC

AGENCY BOWERS & FLOYD INC
16-0444-00 BG Mkt Terr 046 (803) 276-0622

Cancellation Effective 06-23-201

POLICY NUMBER 49-664-896-

INSURED WILLIAM A BRAZELL

Company Use 36-53-SC-131

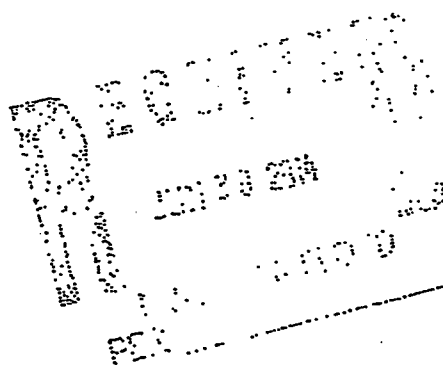
ADDRESS PO BOX 146
PROSPERITY SC 29127-0146

Company	POLICY TERM	
Bill	12:01 a.m.	12:01 a.m.
	to	
	11-20-2013	11-20-201

THIS POLICY IS CANCELLED AS OF 06-23-2014.

A CANCELLATION CREDIT OF \$245.66 HAS BEEN
APPLIED TO YOUR BILLING ACCOUNT. THIS CREDIT
MAY OR MAY NOT RESULT IN A PREMIUM REFUND
DEPENDING ON YOUR ACCOUNT BALANCE.

PLEASE CONTACT YOUR AGENT CONCERNING ANY
QUESTIONS.



6/30/14
433482

3295968

866

221.50

146.16 85.54

145.74 73.17

59209 (4-95)

Auto-Owners

Page 1

policy number 4

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

17560 (10-09)
Issued 11-04-2014
Policyholder since 2014
HOMEOWNERS POLICY DECLARATIONS

AGENCY BOWERS & FLOYD INC
16-0444-00 BG Mkt Terr 046 (803) 276-0622

Effective 10-20-2014

INSURED MICHAEL D HALEY
JUDITH HALEY

POLICY NUMBER 46-012-421-01

Company Use 36-95-SC-1410

ADDRESS 2428 HEYWARD BROCKINGTON RD
COLUMBIA SC 29203-9681

Company Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
10-20-2014	10-20-2015

TOTAL POLICY PREMIUM	TERM
PAID IN FULL DISCOUNT	\$1,021.31
TOTAL POLICY PREMIUM IF PAID IN FULL	-51.07
	\$970.24

The Paid In Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the company.

LOCATION 001

PREMIER HOMEOWNERS POLICY FORM 3

Location: 2428 HEYWARD BROCKINGTON RD COLUMBIA SC 29203-9681
COINSURANCE CLAUSE - SOUTH CAROLINA VALUATION CLAUSE APPLIES

PROPERTY AND PERSONAL LIABILITY PROTECTION COVERAGES	LIMITS	PREMIUM
A Dwelling	\$165,000	Included
B Other Structures	24,750	Included
C Personal Property	115,500	Included
D Additional Living Expense and Loss of Rents	41,250	Included
E Personal Liability (each occurrence)	300,000	Included
F Medical Payments (each person)	1,000	Included

Section I Deductible
\$1,000 - All Peril Deductible

COVERAGES INCLUDED IN YOUR POLICY

Ordinance Or Law Coverage	\$16,500	Included
Accidental Death Benefit	10,000	Included
Property Coverage Limitation for Fungi, Wet Rot, Dry Rot and Bacteria resulting from a covered cause of loss	24,750	Included
Credit and Fund Transfer Card Coverage	1,000	Included
Loss Assessment Coverage	2,500	Included
Fire Department Charges	500	Included

ADDITIONAL COVERAGES THAT APPLY

Incidental Farm Coverage
001 Large Animals
009 Medium Animals

TOTAL PREMIUM BEFORE ADJUSTMENTS

\$1,639.00

PREMIUM ADJUSTMENTS THAT APPLY

Section I Deductible
\$1,000 - All Peril Deductible

Age of Insured Discount - Policy Term Age 57
Protective Devices Discount
Paid In Full Discount is available
Year of Construction Surcharge
Experience Rating
Insurance Score

TOTAL ADJUSTMENTS

\$617.69-

Policy number 4

AUTO-OWNERS INS. CO.

17560 (10-09)
Issued 11-04-2014AGENCY BOWERS & FLOYD INC
16-0444-00 BG Mkt Terr 046Company POLICY NUMBER 46-012-421-01
Bill Company Use 36-95-SC-1410

INSURED MICHAEL D HALEY

Term 10-20-2014 to 10-20-2015

RATING INFORMATION

Construction: Masonry Veneer	Rated Protection Class: 4	100% Rates Apply
Families: 1	Hydrant: Within 1,000 Feet	County: 40
Territory: 31	Fire Dept: Within 5 Miles	Richland
Occupancy: Primary	Location: Outside City Limits	City: 0520
Year Built: 1968	Community: RICHLAND CO FPSA	Roof Material:
Roof Year: 2011	No Solid Fuel Heating and No Fireplace	ASPHALT
		Insurance Score: X760

TOTAL LOCATION PREMIUM \$1,021.31

FORMS THAT APPLY TO THIS LOCATION: 17903 (02-96) 17642 (02-96) 57006 (03-07)
 17446 (03-97) 57444 (01-12) 17351 (02-05) 17555 (07-01) 17594 (08-11)

Wind or hail losses to your roof will be paid on a Replacement Cost basis.

SECURED INTERESTED PARTIES: See Attached Schedule

Premium for Wind/Hail Coverage	\$204.26
Premium for All Other Coverages	\$817.05
FORMS THAT APPLY TO ALL LOCATIONS: 17780 (05-03) 17386 (02-96) 57452 (04-12)	
57023 (08-13) 17390 (07-07) 17761 (06-05) 17447 (05-97)	

TOTAL POLICY PREMIUM

\$1,021.31

Auto-Owners

Page 3

policy number 4

17560 (10-09)

Issued 11-04-2014

Policyholder since 2014

HOMEOWNERS POLICY DECLARATIONS

Effective 10-20-2014

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY BOWERS & FLOYD INC
16-0444-00 BG Mkt Terr 046 (803) 276-0622

POLICY NUMBER 46-012-421-01

INSURED MICHAEL D HALEY
JUDITH HALEY

Company Use 36-95-SC-1410

ADDRESS 2428 HEYWARD BROCKINGTON RD
COLUMBIA SC 29205-9681

Company		POLICY TERM	
Bill	12:01 a.m.	to	12:01 a.m.
	10-20-2014		10-20-2015

SECURED INTERESTED PARTIES AND/OR ADDITIONAL INTERESTED PARTIES

Loc 001
WILLIAM A BRAZELL
PO BOX 146
PROSPERITY SC 29127-0146
Interest: Mortgagee
SIP-ID: SC099532

11/15/2013 10:57 18037 9527

2013-11-15 23:01:44 (GMT)

From: Judith Haley

SUPER-SHIRT-CLOVE

PAGE 03/03

Pg 9



Auto-Owners Dwelling Fire Proposal

Date: 11/15/2013

Agency Code: 16-0444-00

CLIENT:
WILLIAM A BRAZELL
PO BOX 146
PROSPERITY, SC 29127-0146
Phone: (803) 276-0424

AGENCY:
BOWERS & FLOYD INC
1515 MAIN ST
NEWBERRY, SC 29108-3433
Phone: (803) 276-0622
E-Mail: stan@bowersandfloyd.com

11-20-13

Proposed premium is: \$592.61 (Annual Term)
Proposed premium if Paid In Full: \$562.98

The Paid In Full Discount is not available for Escrow Direct Bill or Agency Bill

Company Bill Option	Required Down Payment	Number of Remaining Payments	Remaining Payment Amount
ESCROW DIRECT BILL	\$0.00	0	\$0.00
FULL PAY	\$562.98	0	\$0.00
SEMI-ANNUAL	\$296.31	1	\$296.30
THREE PAY	\$197.52	2	\$197.55
QUARTERLY	\$237.04	3	\$116.52
MONTHLY	\$50.37	11	\$49.29

Delays in issuing policies may result in larger payment amounts spread over fewer installments. Your payment due date is based on your policy effective date and may be changed at your request.

Your total amount per payment may vary due to unique situations affecting your account.

I will pay the premium quarterly as above

Judith Haley
11-19-2013

32123 (10-13)

(Can you also quote me a Renters' policy?)

Policy number 4

NOTICE OF CANCELLATION

FORM: 59134 (10-14)

COMPANY AUTO-OWNERS INSURANCE COMPANY
6101 ANACAPRI BLVD
LANSING, MI 48917-3968

DATE OF NOTICE
01-22-2015

POLICY NUMBER
46-012-421-01

AGENCY 16-0444-00
BG U-046
BOWERS & FLOYD INC
PO BOX 189
NEWBERRY SC 29108-0189

COMPANY USE
36-95-SC

INSURED JUDITH HALEY
2428 HEYWARD BROCKINGTON RD
COLUMBIA SC 29203-9681

DESCRIPTION OF POLICY
Homeowners

EFFECTIVE DATE
MARCH 01, 2015

107438650

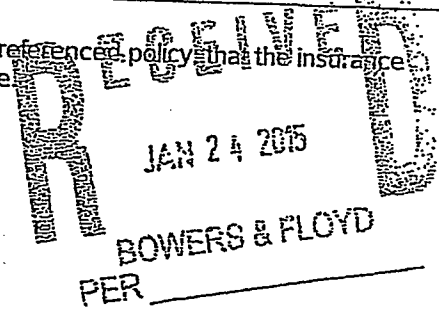
AGENCY'S COPY

You are hereby notified in accordance with the terms and conditions of the above referenced policy that the insurance provided by such policy will cease at 12:01 A.M. on the effective date shown above.

REASON FOR CANCELLATION:

The location insured is unacceptable for coverage due to the following physical conditions which will increase the likelihood of a loss:

1. Missing shingles on roof.
2. Unknown bite history of dog on premises
3. Unable to get photos of the rear of the house due to locked gate.



This action is being taken in whole or in part because of information contained in a consumer report provided by the consumer reporting agency shown below. They did not make the decision to terminate this policy and are unable to provide you with the specific reason(s) why this action was taken. You may obtain a free copy of the report by contacting the consumer reporting agency within 60 days of the date of this notice. You have the right to contact them and dispute the accuracy or completeness of any information in the report.

RELIABLE REPORTS, INC.
1165 S STEMMONS FRWY, LEWISVILLE, TX, 75067. PHONE (800)460-0723

You have the right to know the specific items of information that support the reason(s) given for this action and the identity of that information. You may submit a written request to us at P.O. Box 210979, Columbia, South Carolina 29221-0979 within 90 business days of the date of this notice. You also have the right to see and make copies of recorded information relating to this action. You may ask us to correct, amend or delete any recorded information about you in our files. If we decline to do so, you have the right to give us a concise written statement of what you believe is the correct information. We will put your statement in our file so that anyone reviewing your file will see the statement.

Christa Sheehan
300-060 1398-2015
Sheehan, Christa@aoins.com

803

CONTRACT in lieu of Deed

This Contract is made on April 9th, 2014, between JUDITH D. HALEY and MICHAEL D. HALEY of Henderson, Nevada (BUYER), and WILLIAM A. BRAZELL, Individually and as Attorney In Fact for GENEVA J. BRAZELL of Newberry, South Carolina (SELLER).

This CONTRACT is regarding the property, residence and barn located at:

2426 Heyward Brockington Road, Columbia, SC 29203 - Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 295' x 100) - Current Deed found in Deed Book D195 at Page 459 in the name of WILLIAM A. BRAZELL. Taxable Value as of December 31, 2013 is \$4,500.00. Value/consideration at closing will be \$9,000.00. ... and...

2428 Heyward Brockington Road, Columbia, SC 29203 - Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sq ft) - Current Deed found in Deed Book D842 at Page 22 in the name of GENEVA J BRAZELL LIFE ESTATE. Taxable Value as of December 31, 2013/consideration at closing will be \$90,100.00. The dwelling is being sold as is and completely furnished, SELLER has listed on page 2 all items that they would like to retain.

For valuable consideration, the parties agree as follows:

1. The parties have signed a CONTRACT FOR LEASE & SALE on November 19, 2013 (attached hereto and made a part hereof)
2. Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring the Deed regarding 2428 into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL. At the time of closing, all closing costs, including title fees and attorney's fees will be paid by the SELLER. BUYER will have the option to retain their own mortgage and/or SELLER has the option to provide a mortgage to BUYER at the then prevailing interest rate. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with ingress and egress rights on 2428.
3. BUYER, at the urgent request of SELLER, paid the delinquent property taxes on November 16, 2013 to prevent the home and property from being levied and sold for delinquent property taxes, assessments, penalties and costs. (See attached Execution Notice)
4. BUYER paid the property taxes on November 16, 2013 in the amount of \$688.43 for Tax Notice Number R-2012-026420 and the amount of \$209.20 for Tax Notice Number R-2012-026516 - Total: \$897.63
5. BUYER has taken possession and has occupied the premises since November 19, 2013, and will continue to do so according to this Agreement.
6. BUYER will be responsible for all repairs and maintenance of the premises.
7. BUYER will be responsible for the payment of the taxes and homeowners insurance on the premises. The homeowners and/or tenant insurance company/rate is at the discretion of the BUYER.

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Page 1 of 2

8. BUYER's son(s) JARED MILLER and/or JUSTIN MILLER will also be living on the property and assisting with the repairs and maintenance of the property.
9. BUYER will pay the electric, water and/or utilities to keep the home in good condition and to prevent the home from mildewing and molding in the absence of heat and/or air conditioning.
10. In addition to the utility payments, BUYER will pay to SELLER an amount equal to \$500.00 per month (or \$1,500.00 per quarter) which will be paid either in cash or in property improvements. This amount can be paid monthly or quarterly. This amount will be deposited into SELLER's checking account at TD Bank or any other bank that SELLER designates in writing to BUYER. Once BUYERS have paid \$9,000 to SELLER, the SELLER will transfer the Deed at 2426 into the name of BUYERS, along with Ingress and egress rights on 2428.
11. As of the signing of this CONTRACT, BUYER has paid a total of \$5,820.09 for taxes, insurance, repairs and improvements on SELLER's behalf. (Receipts and Itemization attached)
12. All amounts paid by BUYER for taxes, insurance and improvements will be credited against the Sales Price listed above at closing.
13. SELLER will not sell, rent, lease or perform any other action with the property and/or dwelling without written permission from BUYER while BUYER.
14. This CONTRACT is to serve as CONTRACT IN LIEU OF DEED until the Deed can be transferred to BUYER. SELLER agrees to abide by this CONTRACT as if it were an actual DEED to BUYER.

No modification of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties. All verbal agreements are now null and void. This Contract is governed by the laws of the State of South Carolina.

Addresses for BUYER and SELLER:

BUYER: 345 Bright Sumac Court, Henderson, NV 89015

SELLER: PO Box 146, Prosperity, SC 29127 (938 Hwy 219)

Any address changes must be in writing to BUYER or SELLER.

The parties have signed this Contract on the date specified at the beginning of this Contract.

BUYER

SELLER

BUYER

SELLER

* See reverse for list as mentioned on page 1

Things that Seller wants

Everything else to be sold or
Kept by Buyer

* To be
stored in
Laundry
room
outside
until
Seller
picks
it
up

3 pieces of dining room furniture
Sofa table

Blue office chair

Wooden bar stool - swivel

~~Little freezer (inside)~~

~~Big freezer (outside)~~

Per Branda,
we can keep
these

~~Heater~~

~~Old Singer sewing machine if we
can't sell it first~~ **SOLD**

Brisque Red doll

~~Lamps~~ **Sold**

~~Horse + wagon~~ **Sold**

Squirrel cookie jar

Wooden lamp

~~Green cabinet - Judy can use it until
they need it~~ **Judy can keep it**

wooden bed in laundry room

Wheel chair + walker

Rocking chair

wooden chair

B.B.



CONTRACT FOR LEASE & SALE RESIDENTIAL



1. PARTIES: This Contract of Sale is entered into on November 13, 2013 between

Buyer(s) JUDITH D. HALEY AND MICHAEL D. HALEY (hereinafter called "Buyer"), and

Seller(s) WILLIAM A. BRAZELL AND GENEVA J. BRAZELL LIFE TRUST (hereinafter called "Seller").

Seller represents that this Offer is (☒) is not (☐) subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

** See Deeds for accurate description*

Lot _____ Block _____ Phase _____ Subdivision _____

Address: 2426 and 2428 Heyward Brockington Road, Columbia, SC 292023

TMS# 09800-05-40 and 09800-05-39 County of Richland, State of South Carolina.

3. PRICE: The purchase price is \$ 94,600.00 (*Ninety four thousand, six hundred*)

4. EARNEST MONEY:

A. \$ 0 Earnest money is paid by: Check (☐) Cash (☐) Other (☐)

B. \$ 0 Additional earnest money to be delivered on or before _____

C. Earnest money to be held in trust by _____ (Escrow Agent).

~~D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest earned. Buyer, through this written agreement, relinquishes ownership of the earnest interest to Escrow Agent as consideration for the services provided in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-135 (1976). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.~~

BUYER

[Signature]
Initials

11-19-13
Date

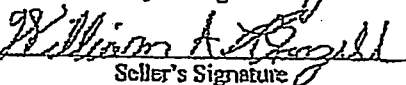
SELLER

[Signature]
Initials

11-19-13
Date

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to terraitte damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, sethacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

	(L.S.)	<u>Judith A. Haley</u>	<u>11-19-13</u>
Buyer's Signature		Buyer's Printed or Typed Name	Date
	(L.S.)	<u>Michael D. Haley</u>	<u>11-19-13</u>
Buyer's Signature		Buyer's Printed or Typed Name	Date
	(L.S.)	<u>William A. Brazell</u>	<u>11-19-13</u>
Seller's Signature		Seller's Printed or Typed Name	Date
_____	(L.S.)	_____	_____
Seller's Signature		Seller's Printed or Typed Name	Date

Buyer's Agent/Company acknowledges Buyer is a Client (☒) Customer (☐) Agent's Telephone Number _____

Seller's Agent/Company acknowledges Seller is a Client (☐) Customer (☒) Agent's Telephone Number _____

This section is not to be completed until the conditions of paragraph 20B are fulfilled

CONTRACT ACCEPTED BY BOTH PARTIES AT 3:00 CLOCK P M (ET) ON 11-19-13 DATE

ACCEPTANCE ENTERED BY  (AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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FAX COVER SHEET

TO	Bower & Floyd
COMPANY	Beverly Griffin
FAX NUMBER	18032760627
FROM	Judith Haley
DATE	2014-09-24 18:09:14 GMT
RE	2428 Heyward Brockington Road, Columbia SC 29203

COVER MESSAGE

Brenda ... I hope you don't take this the wrong way...it is not intended to be mean or nasty. I am just going through A LOT of stress right now. So please be patient.

I don't understand why you have gone to such great lengths to contact me. I have never experienced this before. I could understand if it were a LIFE THREATENING EMERGENCY....but it is not. It is my understanding that you just wanted to come get your stuff! I then receive a fax from you telling me that something came up and you weren't able to come! When then, are you still enlisting everyone to contact me??? I am VERY CONFUSED! What is the emergency??? I am in a crisis situation here...and I really can't deal with this right now.

We have never missed a payment to you ... in fact, you have asked me to PRE-PAY numerous times and "loan you money" and I have done it so that you could fly to Texas for a funeral, fix your tractor, fix your truck window and pay Bill's doctor bill. I started out paying you \$1,500 quarterly. I am now going to start paying you \$500 every month starting in October 2014.

As soon as we sell our house in Nevada we will pay you in full for Bill's property and we can transfer the Deed on that property. We also want to prepare the Deed and Owners Mortgage for the house. That way, with us paying you mortgage payments you won't have to report them and you won't need to split the money with anyone, especially with the people at Mrs. Brazell's nursing home.

I have attached a fax from me along with faxes I received from you and Bowers & Floyd...so that I can keep everything together and you can know what I received.

I do not have a working cell phone right now...and quite frankly...I like it that way!!! It has given me a chance to get a grip on my life!

I will be getting a home phone soon (instead of the MagicJack line) and I will let you know the number as soon as I get it. Until then...I have attached a list of contact numbers for me.

I wish I had time to just "chit chat" with you and catch up on stuff... but now is not a good time for me. This will hopefully pass soon.

I hope everything is ok with you, Bill, Mrs. Brazell and your son. I know your son was having some problems.

I will try to sell your furniture to get some money for you since I know you need some extra now. I will let you know as soon as I can sell it.

Please fax this back to me letting me know that you received it and that you understand it.

Take care and God Bless.

Judy Haley

09/24/2014 11:59 180327-327

BOWERSANDFLOYD

PAGE 01/01
Page 1 of 1Beverly Griffin

702-534-3929

From: "Beverly Griffin" <beverly@bowersandfloyd.com>
 To: "Judy Haley" <judithhaley@gmail.com>
 Sent: Thursday, August 28, 2014 12:27 PM
 Subject: Fw: Please call Mrs Brenda 276-0424
 Please call Mrs Brenda as soon as possible. very important

thank you

— Original Message —

From: Beverly Griffin
 To: Judith Haley
 Sent: Thursday, August 27, 2014 4:21 PM
 Subject: Please call Mrs Brenda 276-0424

Hi Judith,

Mrs. Brenda Brazell is trying to reach you at 276-0424

thank you

Beverly Griffin
 Bowers and Floyd, Inc.
 P.O. Box 189
 1515 Main Street
 Newberry, SC 29108
 (803) 276-0622
 beverly@bowersandfloyd.com

or 803-553-1209

I called this
 and got no
 answer

Hi Judith,

Mrs Brenda Brazell has been
 trying to get in touch with you.

She is very very very worried

that she has not heard from
 you. I have emailed, texted

and now faxed

Please Please Respond

9/24/2014

p.1

Dear Judy, Is something
WRONG down There ^{yes} My Phone
Is not Blocked anymore
You Can Call 803-553-1209 What phone #
I do not understand Why this
YDU Can't Call me. I can not is called
Text From my Phone I had it and
my friend to Text and Email got no
you a few times, But NO Response answer
I don't like to bother Mr Hubbard
He has his hands full with his
Wife. Please Call me and
Let me know What is Wrong

Thanks
Brenda

9-23-14

Mr. Hubbard
was asked that
you not call him
anymore. I'm
sorry.

Judy Haley

my contact
numbers:

until
Further
notice

702-250-4872

Text only

803-712-5253

Voice +
Voicemail

702-534-3929

Fax

I do not have a
cell phone right now!

Too much going on -
I will get one later!

Do NOT try to contact me
thru any other means - I
will not reply

Brenda:

9-24-2014

1:00pm EST

I just received these from you AND Bowers + Floyd. I was also told by Bruce Hubbard that you called him and asked him to tell me to call you.

1st Bruce told me to tell you that he is not my secretary - please stop calling him.

2nd Beverly Griffin is not your secretary either.

I have never had anyone resort to relaying messages thru others to contact me. I could understand if it was a LIFE THREATENING EMERGENCY. But it has not been! This is crazy!

I have been through some horrible problems in the last few weeks + I have been unable to communicate with you every day! The last time we spoke on 9-11-2014 I told you that we would be making our Regular monthly payment to you in the amount of \$500⁰⁰ beginning October 2014, instead of the quarterly payments of \$1500

2 of 2

like I have been doing.

As for your furniture & things - I have everything in the laundry room right now - however - since you are in dire need of money now - I would suggest selling the furniture. I will post it on Craigslist and eBay. I will split the money received with you 70/30. You getting 70%. I will keep the 30% for storage and selling fees.

We are in the process of selling our home in Nevada and when we do we want to pay you in full for Bill's property and do an official Deed and ~~an~~ mortgage back to you for the house. That way you won't have to claim the entire selling price and need to split it with anyone.

Also - we had a lot of Roof damage during the hail storm & you will need to file an insurance claim to reimburse us.

Please fax back to me that you received this and that you understand.

Thanks!

Judith Haley

Beverly Griffin

702-534-3929

From: "Beverly Griffin" <beverly@bowersandfloyd.com>
To: "Judy Haley" <judithdhaley@gmail.com>
Sent: Wednesday, September 24, 2014 2:41 PM
Subject: Hi Judith
So Sorry for upsetting you, and being the go-between.

I have no idea about what is the situation with Mrs. Brenda, I was just under the impression she was worried for your safety and well being. She just asked to hold off on any furniture and her fax is not working, and when you can please call her.

Mrs. Brenda has been a long time customer and is a very nice lady and I was trying to help her.

I personally know very well the stress of caring for ill parents and I pray you will come through your hardship and find peace.

If I can do anything to help, don't hesitate to call me..again I apologize for all of this.

Beverly Griffin
Bowers and Floyd, Inc.
P.O. Box 189
1515 Main Street
Newberry, SC 29108
(803) 276-0622
beverly@bowersandfloyd.com

BOWERS AND FLOYD INC
PO BOX 189
NEWBERRY, SC 29108
803-276-0622 PHONE
803-276-0627 FAX

October 9, 2014

Dear Judy,

Re: Property Insurance at 2428 Heyward Brockington Rd, Columbia SC 29203

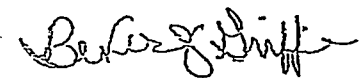
Please note that the credit card we have on file has been declined for your insurance payments.

Please complete the EZ pay form with your bank information or credit card number with complete billing address and zip code to match the credit card.

You can email it back beverly@bowersandfloyd.com or you can fax it to 803-276-0627.

Or hard copy mail back to Bowers and Floyd PO Box 189, Newberry SC 29108

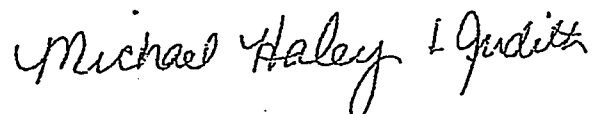
Thank you,



Beverly Griffin

803-276-0622

beverly@bowersandfloyd.com



mhaley@SCAG.gov

702-250-9835

Beverly Griffin

From: Mike Haley
Sent: Thursday, October 16, 2014 8:44 AM
To: Beverly Griffin
Subject: RE: 2428 Heyward Brockington Rd, Columbia SC
Attachments: 2428 Heyward Brockington - Contract (00466003xD2C78).pdf

Beverly,

Here's a copy of our contract with Mr. Brazell.

The following should be added as Additional Insureds:

Judith D. Haley
Michael D. Haley

I will be in contact with you NO LATER than next Tuesday, October 21, to arrange the initial premium payment.

Let me know if you need anything else before then.

Sincerely,

Mike

From: Beverly Griffin [mailto:beverly@bowersandfloyd.com]
Sent: Wednesday, October 15, 2014 10:55 AM
To: Mike Haley
Subject: 2428 Heyward Brockington Rd, Columbia SC

Hi Mike,

I was just checking in on the Property Insurance on the above location.

Please let me know how you wish to proceed.

Thank you,

Beverly Griffin
beverly@bowersandfloyd.com
PO BOX 189
Newberry SC 29108
803-276-0622



CONTRACT FOR LEASE & SALE RESIDENTIAL

1. **PARTIES:** This Contract of Sale is entered into on November 13, 2013 between
Buyer(s) JUDITH D. HALEY AND MICHAEL D. HALEY (hereinafter called "Buyer"), and
Seller(s) WILLIAM A. BRAZELL AND GENEVA J. BRAZELL LIFE TRUST (hereinafter called "Seller").
Seller represents that this Offer is (x) is not () subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot _____ Block 68 Phase _____ Subdivision Forest Lake Development

Address: 2426 and 2428 Heyward Brockington Road, Columbia, SC 29203

TMS# 09800-05-40 and 09800-05-39 County of Richland, State of South Carolina.

3. **PRICE:** The purchase price is \$ 150,000.00

4. **EARNEST MONEY:**

A. \$ 0 Earnest money is paid by: Check () Cash () Other ()

B. \$ 0 Additional earnest money to be delivered on or before _____

C. Earnest money to be held in trust by _____ (Escrow Agent):

D. ~~Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest earned. Buyer, through the written agreement, relinquishes ownership of the earnest money to Escrow Agent at consideration for the earnest money loaned to maintain the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until a determination is ordered by a court of competent jurisdiction. S.C. Code, Section 40-27-100 (1976). If a court action is brought by Escrow Agent on behalf of the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.~~

BUYER [Signature] 11-19-13 SELLER [Signature] 11-19-13
Initials Date Initials Date

32. NON-RELIANCE CLAUSE: Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract. If, after having read it, its contents and provisions are not understood, Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

33. DISCLAIMER: Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

Buyer's Signature

(L.S.)

Buyer's Printed or Typed Name

Date

Buyer's Signature

(L.S.)

Buyer's Printed or Typed Name

Date

Seller's Signature

(L.S.)

Seller's Printed or Typed Name

Date

Seller's Signature

(L.S.)

Seller's Printed or Typed Name

Date

Buyer's Agent/Company acknowledges Buyer is a Client ☒ Customer ☐

Agent's Telephone Number

Seller's Agent/Company acknowledges Seller is a Client ☒ Customer ☐

Agent's Telephone Number

This section is not to be completed until the conditions of paragraph 32B are fulfilled

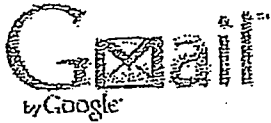
CONTRACT ACCEPTED BY BOTH PARTIES AT 3:00 CLOCK P.M (ET) ON 11-19-13 DATE

ACCEPTANCE ENTERED BY

(AGENT)

NOTE: Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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Judy Haley <judithdhaley@gmail.com>

FW: Insurance Quote for Homowners Policy for \$300,000 liability

1 message

Fri, Oct 17, 2014 at 1:52 PM

Mike Haley <MHaley@scag.gov>
To: Judy Haley <judithdhaley@gmail.com>

This is the Homeowners Quote with \$300,000 Personal Liability.

Michael D. Haley

Securities Auditor

Office of the Attorney General

1000 Assembly Street

PO Box 11549

Columbia, SC 29211-1549

mhaley@scag.gov

p. 803-734-0122

f. 803-734-3677

Homeowners
Auto Owners
was paid
thru Sept
2014

Roof hail
damage
Claim

(May 24 2014
hail storm

Rental car hail
damage claim
Paid for same
hail storm

Judy
803-605 5300
cell

lity

Correspondence

Beverly Griffin

From: Judy Haley
Sent: Friday, October 17, 2014 2:00 PM
To: Mike Haley; Beverly Griffin
Subject: RE: Insurance Quote for Homowners Policy
Attachments: image001.jpg

Actually...the farm animals ARE for commercial use.

Horses will be used for a 4H club and trail riding..chickens for eggs and goats for milk. Possibly acquiring cows for beef and milk.

We also have various farm equipment to be insured.

Also we need to cover the farm hands.

We will also be having hay fields and gardens for selling the crops.

I would also like the vehicles licensed and covered as farm vehicles.

In other words.....we need a complete ag policy.

- Judy sent from my phone

----- Original message -----

From: Mike Haley
Date: 10/17/2014 1:50 PM (GMT-05:00)
To: Beverly Griffin
Cc: Judy Haley
Subject: RE: Insurance Quote for Homowners Policy

Beverly,

I'm sending a copy of this email. along with the other one, to my wife so she can check it over.

I'll be in touch with you either later today, or first thing on Monday to let you know what we're going to do.

Thanks for your help today!

Michael D. Haley

Securities Auditor

Office of the Attorney General

1000 Assembly Street

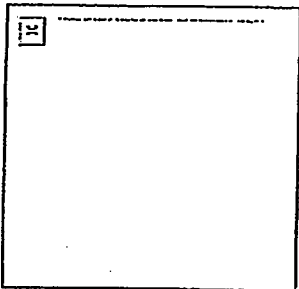
PO Box 11549

Columbia, SC 29211-1549

mhaley@scag.gov

p. 803-734-0122

f. 803-734-3677



From: Beverly Griffin [mailto:beverly@bowersandfloyd.com]

Sent: Friday, October 17, 2014 1:44 PM

To: Mike Haley

Subject: RE: Insurance Quote for Homowners Policy

Hi Michael,

The cost is \$126.00 per year for additional liability of \$300,000 for farm coverage. That will be a separate policy.

Thank you,

Beverly

<-----Original Message----->

>From: Mike Haley [MHaley@scag.gov]

>Sent: 10/17/2014 1:14:08 PM

>To: beverly@bowersandfloyd.com

>Subject: RE: Insurance Quote for Homowners Policy

>
>We do need "farm" coverage. The animals we have are for hobby only, not income.
> Will farm coverage be a separate policy or an endorsement? How much will it cost?

>
>Thanks!

>
>
>Michael D. Haley
>Securities Auditor

>
>Office of the Attorney General
>1000 Assembly Street
>PO Box 11549
>Columbia, SC 29211-1549
>mhaley@scag.gov
>p. 803-734-0122
>f. 803-734-3677

>
>
>
>
>From: Beverly Griffin [<mailto:beverly@bowersandfloyd.com>]
>Sent: Friday, October 17, 2014 1:09 PM
>To: Mike Haley
>Subject: RE: Insurance Quote for Homowners Policy

>
>Hi Michael,

>
>That claim was with Brazell paid out from Horce Mann StateFarm. It does not
>affect you, due to the fact that you did not own the property at the time of the
>loss.

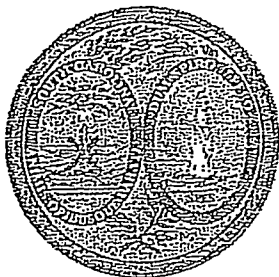
>
>I will send over the increase liability in a few. By the way do you need any
>farm coverage? Is the animals a hobby or for income?

>
>Also just in case for future reference we will need to know about and schedule
>any thing like boats, atv, tractors or lawn mowers. Also art, jewelery, guns
>valued of over \$500 must be insured under a schedule.

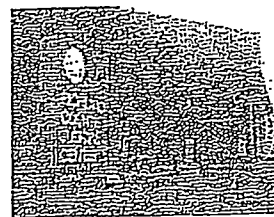
>
>Thank you,

>
>Beverly

><-----Original Message----->



Richland County 5th Judicial Circuit Public Index



[Richland County Home Page](#) |
 [Online Payments](#) |
 [Public Index](#) |
 [City of Columbia Municipal Ct](#) |
 [S.C. Judicial Department](#) |
 [Summary Ct Dockets](#)

State of South Carolina vs Michael Dennis Haley

Case Number:	2014A4011200164	Court Agency:	Central Court	Filed Date:	10/23/2014
Case Type:	Criminal	Case Sub Type:			
Status:	Scheduled	Assigned Judge:	Central Court	Disposition Judge:	
Disposition:					
Disposition Date:		Date Received:		Arrest Date:	10/22/2014
Law Enf. Case:	1410048218R6	True Bill Date:		No Bill Date:	
Prosecutor Case:		Indictment Number:		Waiver Date:	
Probation Case:					

Case Parties Charges Sentencing Associated Cases Actions Financials Bonds

Click the ☒ icon to show associated parties.

Name	Address	Race	Sex	Date Of Birth	Party Type	Party Status	Last Updated
☒ Connell, Joseph N.	PO Box 522 Lugoff SC 29078				Defendant Attorney		10/30/2014
Gallegos, Gilbert	5623 Two Notch Road Columbia SC 29223-				Officer		10/23/2014
☒ Haley, Michael Dennis	2428 Heyward Brockington Rd Columbia SC 29203				Bond Entity		10/23/2014
☒ Haley, Michael Dennis	404 Waterville Dr Columbia SC 29229	White	M	08/15/1958	Defendant		11/10/2014
Mims, Sheila	Assistant Solicitor P O Box 192 Columbia SC 29202				Solicitor		10/27/2014



IF YOU HAVE ANY QUESTIONS ABOUT THIS REPORT PLEASE CONTACT CUSTOMER CARE AT 800-850-RELIABLE (754-6253) OR VISIT US AT WWW.RELIABLEREPORTS.COM

AUTO OWNERS OCCUPANCY SURVEY

REF #: 12641944 POLICY #: 00075702734601242101 CLIENT NAME: Auto-Owners Columbia, SC CLIENT REF#: 16044400
NAME: MICHAEL D HALEY AGT NAME: BOWERS & FLOYD INC CODE: 16044400
LOCATION: 2428 HEYWARD BROCKINGTON RD REQUESTED BY: MCMAHAN, MARY ORDER DATE: 10/26/2014
CITY: COLUMBIA EFFECTIVE/INCEPTION/RENEWAL DATE:
STATE: SC ZIP: 29203 COVERAGE: INSPECTED BY: Scurry, James DATE: 11/05/2014

INSPECTION INFORMATION

INSPECTION DATE: 11/05/2014
STATUS: Inspection completed
DWELLING IS: Occupied

UNDERWRITING INFORMATION

NEGATIVE CONDITIONS: Yes

CONDITION ISSUES

Roof concerns

Other: beware of dog sign on property;

ROOF CONCERNS

Other: Condition affects LESS THAN 10% of the roof - Explain in comments

GENERAL INFORMATION

INTERVIEW: No
WHO: N/A
NUMBER OF FAMILIES: Single Family
NUMBER OF STORIES: 1 Story
ELECTRICAL: Unable to determine
CONSTRUCTION YEAR: 1970
HOW WAS CONSTRUCTION YEAR DETERMINED? Estimation
FOUNDATION: Closed pier & beam
EXTERIOR CONSTRUCTION: Brick veneer
ROOF COVERING: Composition Shingle
DETACHED STRUCTURE PRESENT: No

EXTENDED REMARK(S)

Missing shingles, roof, front side of dwelling. Beware of dog sign on property. No dog heard or seen on property during inspection. Unable to obtain additional photos due to fence with locked gate and beware of dog sign. Called agent (Beverly) 11-05-2014 from property at 10:50 am to obtain insured's phone number. Called insured 11-05-2014 at 10:10 am from property for assistance, no answer, left message on insured's voice mail. No return call received from insured prior to leaving the area.

This report is made from limited observation and interview. No legal liability is assumed because of inaccuracies or misinformation received by the field representative. This report is not performed as an undertaking on behalf of, or for the benefit of, the named insured or others. By accepting this report, the requesting company, its reinsurers and its clients agree to hold Reliable Reports of Texas, Inc. free and harmless from any claims or liability whatsoever.



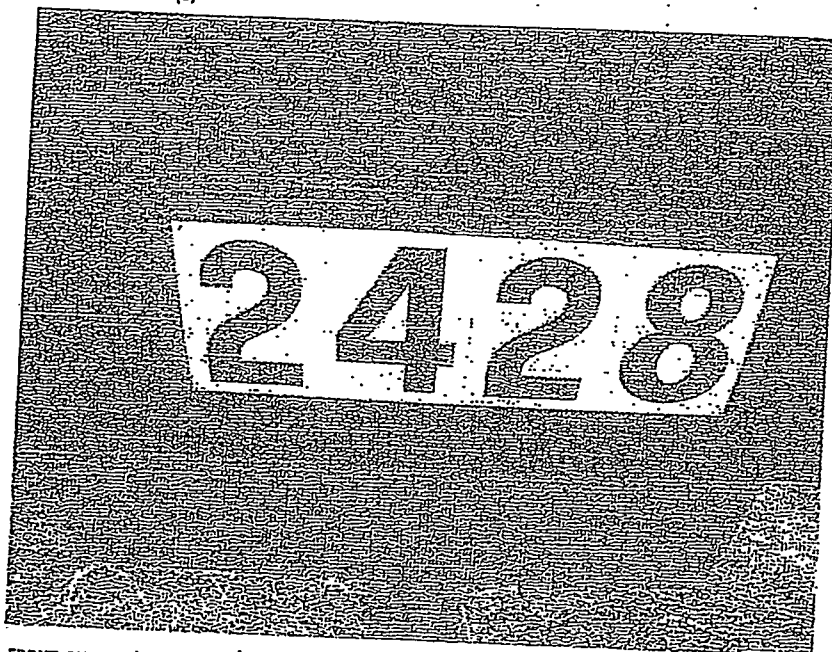
2 IF YOU HAVE ANY QUESTIONS ABOUT THIS REPORT PLEASE CONTACT CUSTOMER CARE AT CSR@RELIABLEREPORTS.COM

AUTO OWNERS OCCUPANCY SURVEY

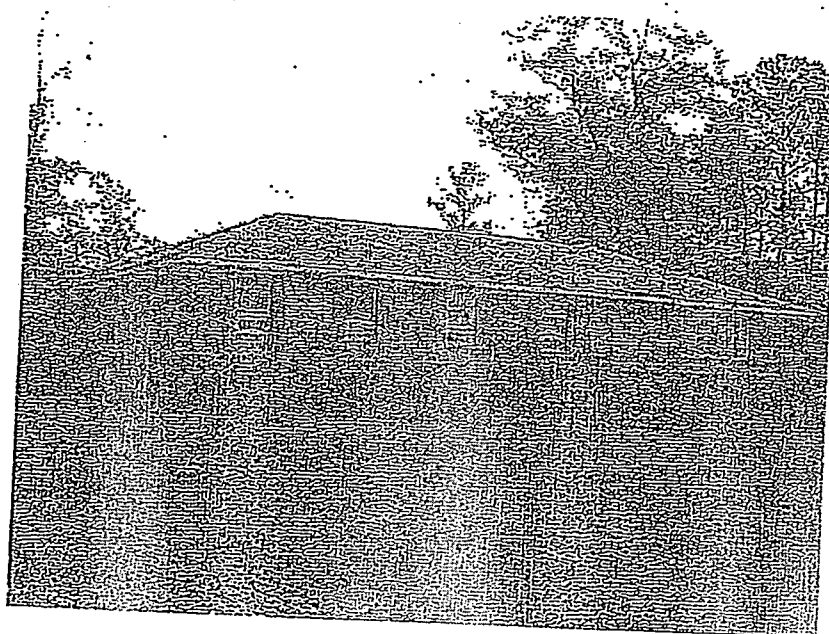
REF #: 12641944 POLICY #: 00075702734601242101 CLIENT NAME: Auto-Owners Columbia, SC Branch ID#36 - 7466
NAME: MICHAEL D HALEY AGT NAME: BOWERS & FLOYD INC CODE: 16044400
LOCATION: 2428 HEYWARD BROCKINGTON RD REQUESTED BY: MCMAHAN, MARY-ADAMS C ORDER DATE: 10/28/2014
CITY: COLUMBIA EFFECTIVE/INCEPTION/RENEWAL DATE:
STATE: SC ZIP: 29203 COVERAGE: INSPECTED BY: Scurry, James DATE: 11/05/2014

PHOTOS AND NOTE(S)

ADDRESS PHOTO(S)



FRONT PHOTO(S)



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IF YOU HAVE ANY QUESTIONS ABOUT THIS REPORT PLEASE CONTACT CUSTOMER CARE AT 1-800-850-8500 OR EMAIL US AT CS@RELIABLEREPORTS.COM

AUTO OWNERS OCCUPANCY SURVEY

REF #: 12641944 POLICY #: 00073702734501242101 CLIENT NAME: Auto-Owners Columbia, SC Branch 10536 - 7466
NAME: MICHAEL D HALEY AGT NAME: BOWERS & FLOYD INC CODE: 16044400
LOCATION: 2420 HEYWARD BROCKINGTON RD REQUESTED BY: MCGAHAN.MARY@AQINS.C ORDER DATE: 10/28/2014
CITY: COLUMBIA EFFECTIVE/INCEPTION/RENEWAL DATE:
STATE: SC ZIP: 29202 COVERAGE: INSPECTED BY: Scurry, James DATE: 11/05/2014

PHOTOS AND NOTE(S)

FRONT PHOTO(S)



REAR PHOTO(S)



unable to obtain rear side photos due to fence with locked gate, beware of dog sign on property

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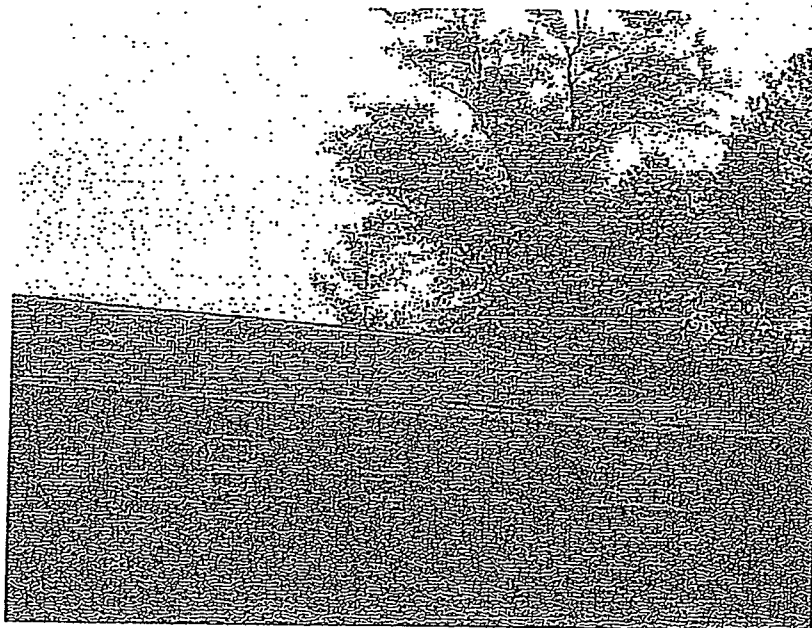
2 IF YOU HAVE ANY QUESTIONS ABOUT THIS REPORT PLEASE CONTACT CUSTOMER CARE AT CSR@RELIABLEREPORTS.COM

AUTO OWNERS OCCUPANCY SURVEY

REF #: 12641944 POLICY #: 00075702734601242101 CLIENT NAME: Auto-Owners Columbia, SC Branch ID#36 - 7466
NAME: MICHAEL D HALEY AGT NAME: BOWERS & FLOYD INC CODE: 15044J00
LOCATION: 2428 HEYWARD BROCKINGTON RD REQUESTED BY: MCMAHAN, MARY@AOINS.C ORDER DATE: 10/25/2014
CITY: COLUMBIA EFFECTIVE/INCEPTION/RENEWAL DATE:
STATE: SC ZIP: 29203 COVERAGE: INSPECTED BY: Scurry, James DATE: 11/05/2014

PHOTOS AND NOTE(S)

GROUND LEVEL ROOF PHOTO(S)



GROUND LEVEL ROOF PHOTO(S)



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2 IF YOU HAVE ANY QUESTIONS ABOUT THIS REPORT, PLEASE CONTACT CUSTOMER CARE AT: CSR@RELIABLEREPORTS.COM

AUTO OWNERS OCCUPANCY SURVEY

REF #: 12641944 POLICY #: 00075702734001242101 CLIENT NAME: Auto-Owners Columbia, SC Branch 10#36 - 7466
NAME: MICHAEL D HALEY AGT NAME: BOWERS & FLOYD INC CODE: 15044400
LOCATION: 2426 KEYWARD BROCKINGTON RD REQUESTED BY: MCMAHAN, MARYE@AOL.COM ORDER DATE: 10/28/2014
CITY: COLUMBIA EFFECTIVE/INCEPTION/RENEWAL DATE:
STATE: SC ZIP: 29203 COVERAGE: INSPECTED BY: Scurry, James DATE: 11/05/2014

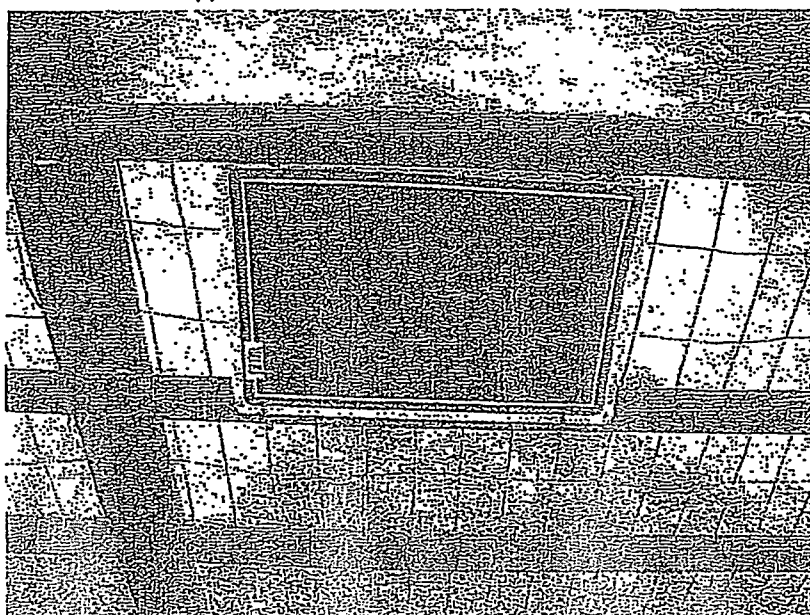
PHOTOS AND NOTE(S)

ROOF CONCERNS:



missing shingles, roof, front side of dwelling

OTHER HAZARD PHOTO(S)



bottom of dog sling on property, no dog viewed during inspection

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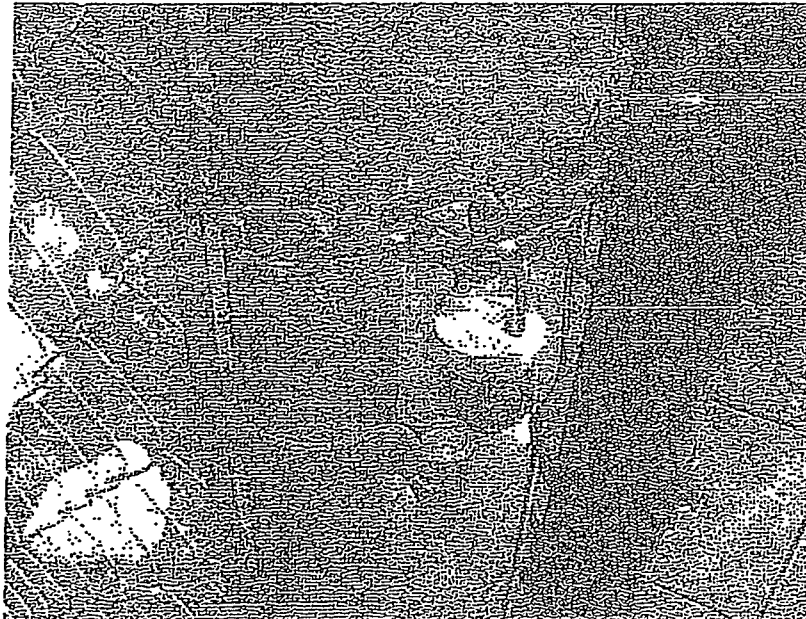
2 IF YOU HAVE ANY QUESTIONS ABOUT THIS REPORT PLEASE CONTACT CUSTOMER CARE AT CSR@RELIABLEREPORTS.COM

AUTO OWNERS OCCUPANCY SURVEY

REF #: 12641944 POLICY #: 09075702734601242101 CLIENT NAME: Auto-Owners Columbia, SC Branch ID#36 - 7466
NAME: MICHAEL D HALEY AGT NAME: DOWERS & FLOYD INC CODE: 16044400
LOCATION: 2428 KEYWARD BROCKINGTON RD REQUESTED BY: MCMAHAN.MARY@AOINS.C ORDER DATE: 10/28/2014
CITY: COLUMBIA EFFECTIVE/INCEPTION/RENEWAL DATE:
STATE: SC ZIP: 29203 COVERAGE: INSPECTED BY: Surry, James DATE: 11/05/2014

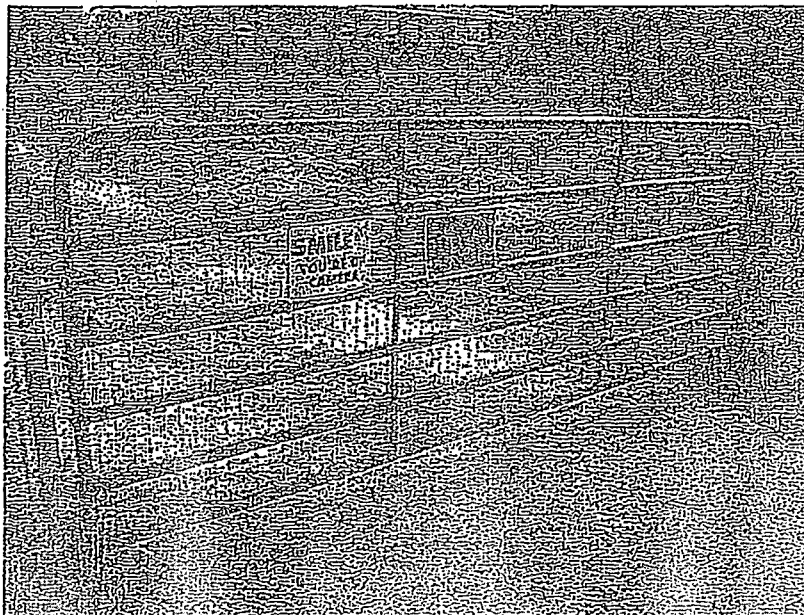
PHOTOS AND NOTE(S)

REAR PHOTO(S)



locked gate

REAR PHOTO(S)



bovate of dog sign on property

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Beverly Griffin

From: "Sheehan, Christa" <Sheehan.Christa@aoins.com>
Date: Tuesday, January 20, 2015 4:06 PM
To: "Beverly Griffin" <beverly@bowersandfloyd.com>
Subject: Re: 300-0001398-2015

Holy cow...that's a lot of info!

I will call you in the morning and we can discuss.

Thanks!

Sent from my iPhone

On Jan 20, 2015, at 3:40 PM, "Beverly Griffin"
<beverly@bowersandfloyd.com<<mailto:beverly@bowersandfloyd.com>>> wrote:

Hi Christa,

I just got a phone call from Judith Haley at 803-605-9407.

She wants to file a claim on the roof for hail damage back to May 24, 2014, on a prior auto owners policy. Not on her current policy.

The policy at that time was in the name of William Brazell, policy number 49-664-896-00 and Judith Haley was living there with an agreement between she and the Brazell's..a Contract in Lieu of Deed.

I was told of the storm damage on Oct 17th by Judith Haley. The husband, Micheal Haley, then told me the damage was slight and he would repair rather than file a claim. Judith had a heart attack and health issues and he was taking care of things..the policy cancelled for non payment.

Michael Haley then emailed me to rewrite the policy as a home owner and the Brazells as Mortgagee per their contract. AKA new Policy effective 10/20/2014.

And then domestic issues occurred with Michael and they are no longer together. All numbers and emails had been disconnected.

Then around Christmas the Brazell's contacted me about the roof again. Per their request I submitted a claim.

Now today, a very angry Judith Haley called wanting to file on the Brazell's policy not her's.

Please call me when you get a chance.

Thank you,

Beverly Griffin
Bowers and Floyd, Inc.
P.O. Box 189
1515 Main Street
Newberry, SC 29108
(803) 276-0622
beverly@bowersandfloyd.com <<mailto:beverly@bowersandfloyd.com>>

From: "Beverly Griffin" <beverly@bowersandfloyd.com>
To: judithdhaley@gmail.com
Subject: Home Insurance
Date: 1/21/2015 2:10:34 PM

Hi Judith.

Christa Sheehan the claims adjuster has been notified of the request to resubmit the roof claim.

The inspection company was not able to get rear photo's of the home and noted on the report of dogs on the property.

Please take photos of the rear of the home with your phone and email them to me at beverly@bowersandfloyd.com.

Also please email the breed of each dog that you own and any bite history.

Thank you,

Beverly Griffin
beverly@bowersandfloyd.com
PO BOX 189
Newberry SC 29108
803-276-0622



*Bowers and Floyd Inc
PO BOX 189
Newberry SC 29108*

January 23, 2015

Dear Judith Haley and Mrs. Brenda Brazell,

I need to address the following for the property at 2428 Heyward Brockington Rd

The inspector was unable to get rear photos of the house due to the locked gate. There were singles missing (claim in progress). There was a sign "Beware of Dog" the breed and bite history is needed. The square footage/size of the garage is needed.

Please respond as soon as possible. The account is set to cancel 2/10/2015 for non compliance with inspection.

1) Rear photos 2) Dog breed 3) Garage Square footage.

Thank you

Beverly Griffin
Bowers and Floyd Inc
803-276-0622
beverly@bowersandfloyd.com

Beverly Griffin

From: "Judy Haley" <judithdhaley@gmail.com>
Date: Tuesday, February 03, 2015 3:05 PM
To: "Beverly Griffin" <beverly@bowersandfloyd.com>
Subject: Re: Cancellation Documents

I have been completely disabled since October and I wasn't even able to walk until 2 weeks ago. I have been out of the loop with everything since October.

I will do whatever I need to do to keep the policy current.

I need to make sure that the claim is being processed under the prior policy in William Brazell's name (I started paying his premiums in Nov 2013.)

On 2/3/15, Beverly Griffin <beverly@bowersandfloyd.com> wrote:

> The cancellation date is March 1, 2014.

>

> The Insurance Company has the right to cancel a policy for non
> compliance with inspection. This is "why" the policy is in cancellation
> status. Several letters have been sent explaining the information
> needed, with no response.

>

>

> Beverly Griffin

> beverly@bowersandfloyd.com

> PO BOX 189

> Newberry SC 29108

> 803-276-0622

>

> <-----Original Message----->

>> From: Judy Haley [judithdhaley@gmail.com]

>> Sent: 2/3/2015 1:48:18 PM

>> To: beverly@bowersandfloyd.com

>> Subject: Re: Cancellation Documents

>>

>> That still does not explain WHY my policy was cancelled!

>>

>> How can you send me a letter asking for information and giving me

>> until FEBRUARY 10, 2015 and then cancel my policy on JAN 30th???

>>

>> If my policy is not brought current by 5:00 pm, I will turn this
>> matter over to my attorney and the insurance commission.
>>
>> Thank you.
>>
>> Judith Haley
>> 2/3/2015 1:48 pm
>>
>>
>> On 2/3/15, Beverly Griffin <beverly@bowersandfloyd.com> wrote:
>>> The letters read: missing shingles(claim in process), rear photos,
> bog
>>> breed/ bite history, garage square footage.
>>>
>>>
>>> Beverly Griffin
>>> beverly@bowersandfloyd.com
>>> PO BOX 189
>>> Newberry SC 29108
>>> 803-276-0622
>>>
>>>
>

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

COPY

William A. Brazell, Individually and as Personal Rep.
of the Estate of Geneva J. Brazell, deceased

CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

Defendant(s)

2016-CP - 40- 04039

Submitted By: Samuel M. Price, Jr.
Address: 1413 Main Street
P. O. Drawer 836
Newberry, SC 29108

SC Bar #: 04566
Telephone #: 803-276-0796
Fax #: 803-276-9495
Other: _____
E-mail: _____

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

DOCKETING INFORMATION (Check all that apply)

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

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☒ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____ -
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in
an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

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FILED
RICHLAND COUNTY
JANET C. PRICE & G.S.

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

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

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

Pursuant to the ADR Rules, 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.
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 RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

LIS PENDENS
(NON-JURY)

RICHLAND COUNTY
FILED
2016 AUG -2 AM 9:32
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for recovery of real estate.

The premises impacted and affected by this action in Common Pleas are held by William A. Brazell and Geneva J. Brazell (deceased) is described as follows:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being on the eastern side of Rte. 330, near the City of Columbia, County of Richland, State of South Carolina, containing 2.36 acres, more or less, and being shown on a plat embracing same prepared for Willie A. Brazell and Geneva J. Brazell by McMillian Engineering Company, dated March 7, 1967, to be recorded in the office of the Clerk of Court for Richland County, and being bounded on the North by property undesignated and measuring thereon Three hundred eighteen and 2/10 (318.2') feet; on the East by property now or formerly of C. V. Douglas and measuring thereon Three hundred twenty-four (324') feet; on the South by property now or formerly of C. V. Douglas and measuring thereon Three hundred eighteen and 2/10 (318.2') feet; and on the West by Rte 330 and measuring thereon three hundred twenty-four (324') feet; said measurements be a little more or less.

This conveyance is made subject to all conditions, restrictions, reservations and easements as shown by instruments and plats of record.

This is the identical property conveyed to Willie A. Brazell and Geneva (sic) L.

Brazell by deed of Dale Water, Inc. dated March 1967 and recorded in the office of the Clerk of Court for Richland County in Deed Book 68 at page 480.

Thereafter, Willie Brazell died in 1987 leaving a life estate to his wife Geneva L. Brazell and the remainder to their son William A. Brazell as shown in document dated May 12, 1987, and recorded in the office of the Richland County Register in Book D0842 at page 023 on May 22, 1987. Reference is made to Richland County Probate Court file number 87ES4000447.

TMS No. R09800-05-39

Property Address: 2428 Heyward Brockington Road, Columbia, SC 29203

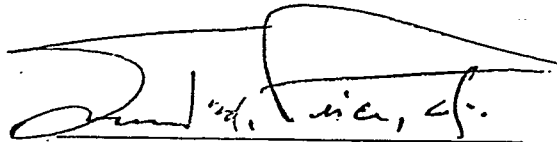
AND ALSO: All that certain piece, parcel or tract of land containing eight-tenths (.8) acres near SC Highway 330, near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown as a portion of property of C. V. Douglas on plat prepared by Ted L. Boozer dated June 18, 1965, and also shown on plat prepared for William A. Brazell by McMillian Engineering Company dated December 10, 1970, to be recorded in the Office of the Clerk of Court for Richland County, and being bounded on the North by property of the City of Columbia and measuring thereon one hundred twenty-five (125') feet; on the East by property of Dale Water and measuring thereon two hundred ninety-five (295') feet; on the South by property of Dale Water and measuring thereon one hundred (100') feet; and on West by property of Willie A. Brazell and measuring thereon three hundred twenty-four (324') feet.

This property is subject to restrictive covenants set forth on the Deed to William A. Brazell dated December 23, 1970, and recorded in the office of the Register of Deeds in Deed Book 195 at page 459 on December 30, 1970.

This is the identical property conveyed to William A. Brazell by deed of Dale Water, Inc. dated December 23, 1970, and recorded in the office of the Register of Deeds in Deed Book 195 at page 459 on December 30, 1970.

TMS No. R09800-05-40

Property Address: 2426 Heyward Brockington Road, Columbia, SC 29203



SAMUEL M. PRICE, JR.

Attorney for Plaintiff

1413 Main Street, P. O. Drawer 836

Newberry, South Carolina 29108

(803) 276-0796

Newberry, SC

July 28, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

SUMMONS
(NON-JURY)

RICHLAND COUNTY
FILED
2016 AUG -2 AM 9:32
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 1314 Main Street, P. O. Drawer 836, Newberry, South Carolina 29108, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.



SAMUEL M. PRICE, JR.
Attorney for Plaintiff
1413 Main Street, P. O. Drawer 836
Newberry, South Carolina 29108
(803) 276-0796

Newberry, SC
July 28, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

COMPLAINT
(NON-JURY)

RICHLAND COUNTY
FILED
2016 AUG -2 AM 9:32
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

The Plaintiff would respectfully show unto this Honorable Court:

1. That plaintiff is a citizen and resident of the County of Newberry, State of South Carolina.
2. That upon information and belief, defendant Judith D. Haley is a citizen and resident of the County of Richland, State of South Carolina.
3. That this is an action to terminate a Contract or in the alternative to foreclose on a constructive or equitable mortgage. The real estate which is the subject of this action is described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being on the eastern side of Rte. 330, near the City of Columbia, County of Richland, State of South Carolina, containing 2.36 acres, more or less, and being shown on a plat embracing same prepared for Willie A. Brazell and Genave J. Brazell by McMillian Engineering Company, dated March 7, 1967, to be recorded in the office of the Clerk of Court for Richland County, and being bounded on the North by property undesignated and measuring thereon Three hundred eighteen and 2/10 (318.2') feet; on the East by property now or formerly of C. V. Douglas and measuring thereon Three hundred twenty-four (324') feet; on the South by property now or formerly of C. V. Douglas and measuring thereon Three hundred eighteen and 2/10 (318.2') feet; and on the West by Rte 330 and measuring thereon three hundred twenty-four (324') feet; said measurements be a little more or less.

This conveyance is made subject to all conditions, restrictions, reservations and

No. 2

easements as shown by instruments and plats of record.

This is the identical property conveyed to Willie A. Brazell and Genave (sic) L. Brazell by deed of Dale Water, Inc. dated March 1967 and recorded in the office of the Clerk of Court for Richland County in Deed Book 68 at page 480. Thereafter, Willie Brazell died in 1987 leaving a life estate to his wife Geneva L. Brazell and the remainder to their son William A. Brazell as shown in document dated May 12, 1987, and recorded in the office of the Richland County Register in Book D0842 at page 023 on May 22, 1987. Reference is made to Richland County Probate Court file number 87ES4000447.

TMS No. R09800-05-39

Property Address: 2428 Heyward Brockington Road, Columbia, SC 29203

AND ALSO: All that certain piece, parcel or tract of land containing eight-tenths (.8) acres near SC Highway 330, near the City of Columbia, in the County of Richland, State of South Carolina, the same being shown as a portion of property of C. V. Douglas on plat prepared by Ted L. Boozer dated June 18, 1965, and also shown on plat prepared for William A. Brazell by McMillian Engineering Company dated December 10, 1970, to be recorded in the Office of the Clerk of Court for Richland County, and being bounded on the North by property of the City of Columbia and measuring thereon one hundred twenty-five (125') feet; on the East by property of Dale Water and measuring thereon two hundred ninety-five (295') feet; on the South by property of Dale Water and measuring thereon one hundred (100') feet; and on West by property of Willie A. Brazell and measuring thereon three hundred twenty-four (324') feet.

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TMS No. R09800-05-40

Property Address: 2426 Heyward Brockington Road, Columbia, SC 29203

4. That in the latter part of November, 2013, Jared Miller, the older son of defendant Judith D. Haley, moved into the property known as 2428 Heyward Brockington Road, Columbia, South Carolina. The intent of the parties was that defendant was to purchase the property.

5. That on April 9, 2014, a Contract was signed by Judith D. Haley and Michael D. Haley

as tenants and/or purchasers and by William A. Brazell, individually and as attorney in fact for Geneva J. Brazell, as lessors and/or sellers.* The sales price for 2428 Heyward Brockington Road was \$90,100.00 and the sales price for 2426 Heyward Brockington Road was \$9,000.00 for a total of \$99,100.00. Payments were to be made in the amount of Five hundred and no/100 (\$500.00) dollars per month or One thousand five hundred and no/100 (\$1,500.00) dollars every three (3) months until defendant could obtain conventional financing. This Contract is recorded in the office of the Richland County R.O.D. in Book 2042-3507 on July 15, 2015.

6. That defendant is indebted to plaintiff in the following amount:

(a) That as of July 9, 2016, defendant owes Twenty-eight (28) monthly payments at the rate of Five hundred (\$500) dollars per month for a total of Fourteen thousand and no/100 (\$14,000.00) dollars.

(b) Defendant paid the Richland County property taxes for 2012 and 2013 for a total of One thousand seven hundred eighty-two and 39/100 (\$1,782.39) dollars.

*Δ. pd 1915 Taxes
after Publication
STATE PAPER*

(c) She also paid the following amounts to plaintiff or for plaintiff's benefit:

April 9, 2014	\$1,500.00	for rent
Uncertain	\$800.00	reimburse plaintiff for taxes and insurance
Uncertain	\$105.00	reimburse plaintiff for taxes and insurance
Uncertain	\$130.00	purchases at Wal-Mart for plaintiff's benefit
Uncertain	\$225.00	for electrical utilities bill for plaintiff
For a total of \$2,760.00.		

(d) Defendant has failed to procure insurance on the property and has not paid the 2014 Richland County property taxes (\$883.69) nor the 2015 Richland County property taxes (\$898.38). Defendant did pay 2012 and 2013 Richland County property taxes as required by the

paid late

* In March 2014, defendant Judith D. Haley presented a Contract to plaintiff that provided in part that the Lessee/Purchaser would pay Five hundred (\$500) dollars per month in cash or in property improvements and/or repairs. The "improvements and/or repairs" clause was objected to by plaintiff. The Contract was prepared by defendant and the last sentence of the preface was "The dwelling is being sold as is . . ." and paragraph 6 provided "BUYER will be responsible for all repairs and maintenance of the premises."

*No. 4
2017*

Contract.

(e) Amount Due (as of 7/9/16)	\$14,000.00
LESS: Credit to defendant	
Paid to date	<u>2,760.00</u>
Total Due as of July 9, 2016	\$11,240.00

(f) Because of defendant's failure to obtain property casualty insurance and as a result of the October 2015 flood, additional damage has occurred to subject real estate.

7. That plaintiff has no desire to permit defendant to reinstate payments and continue to make payments. Paragraph 2 of the April 9, 2014, provides in part:

Due to the fact that the property at 2428 is in a LIFE ESTATE/TRUST, the property cannot be sold until the passing of GENEVA J. BRAZELL. (Trust is incorporated and made a part of this CONTRACT) However, the home is in disrepair and needs attention immediately. BUYER and SELLER have agreed to enter into this CONTRACT so that BUYER can take possession of the property and begin to repair the property and residence and BUYER and SELLER can both be protected. A closing transferring the Deed regarding 2428 into the name of the BUYERS will take place as soon as practical after the death of GENEVA J. BRAZELL."

It is clear that the parties contemplated a purchase after the death of Geneva J. Brazell. Geneva J. Brazell died on February 1, 2015.

8. That upon information and belief, defendant has made no effort to obtain financing in an amount necessary to purchase subject property.

9. That defendant has shown bad faith in her failure to obtain property casualty insurance, to permit roof repair, to allow plaintiff to obtain items of furniture listed on Contract, to accept telephone calls from plaintiff or his agent, to make required monthly or quarterly payments and the like.

10. That upon information and belief, certain costs have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes he is entitled to reimbursement for such

charges, if any.

11. That defendant is in default of the terms of the Contract.

12. That upon information and belief, this Court should find that defendant is in default of the Contract and should be ordered to leave the property or, in the alternative, that the Contract shall be determined to create a constructive or equitable mortgage and such constructive or equitable mortgage should be foreclosed. Upon such foreclosure, the entire amount due in the amount of Ninety-six thousand three hundred forty and no/100 (\$96,340.00) dollars, plus pre-judgment interest, cost of filing, service of process, court fees, attorney's fees and the like will be sought at the sale.

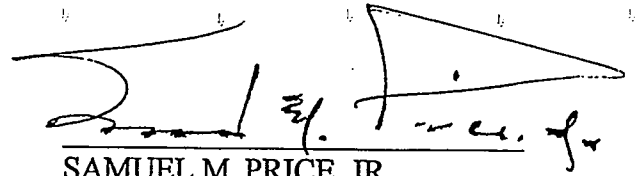
WHEREFORE, having fully set forth his complaint, the plaintiff would respectfully request of this Honorable Court:

(a) For an Order of this Court determining that defendant has breached the Contract to purchase and has no further rights and/or equity in the real estate.

(b) For an Order of this Court requiring defendant to vacate the premises immediately.

(c) For an Order of this Court (in the alternative) that the Contract creates a constructive mortgage and/or an equitable mortgage and that the property should be sold at a public sale. The proceeds of sale shall be distributed as follows: legal costs, attorney's fees, administrative costs, and balance to plaintiff.

(d) For such other and further relief as deemed necessary by this Court.



SAMUEL M. PRICE, JR.

Attorney for Plaintiff

1413 Main Street, P. O. Drawer 836

Newberry, South Carolina 29108

(803) 276-0796

Newberry, SC

July 28, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

PERSONALLY appeared before me William A. Brazell, Individually and as Personal Representative of the Estate of Geneva J. Brazell, deceased, who, being duly sworn, deposes and says that he is the plaintiff in the foregoing action; that he has read the foregoing Complaint and that all facts contained therein are true of his own personal knowledge, except as to those matters alleged upon information and belief, and that as to those, he believes them to be true.

SWORN to before me this
day of July, 2016.

28th

William A. Brazell

by

Brenda Brazell

Agent under Durable Power of Attorney
dated February 9, 2016
Book 1873 Page 221-226

Ramona J. Shealy
Notary Public for South Carolina

My Commission expires: 3/14/2024

RICHLAND COUNTY
FILED
2016 AUG -2 AM 9:32
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

Y. Rice

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, WILLIAM A. BRAZELL, of the County of Newberry, State of South Carolina, have made, constituted and appointed and by these presents do make, constitute and appoint my wife Brenda S. Brazell as my true and lawful attorney for me and in my name, place and stead to do the following acts and things and to exercise the following powers, and I intend that, subject to the definitions hereinafter contained, the same be construed in the broadest possible manner.

I hereby revoke all Powers of Attorney, general and/or limited, heretofore granted by me as Principal and terminate all agency relationships created thereunder, including those of all Successors Agents named therein, if any.

1. To endorse any and all checks, drafts, or vouchers, and to cash the same or deposit their proceeds in my bank account; to sign and issue checks on any bank account in my name; and to make, deliver and execute, cancel, modify, buy, sell, exchange, pledge, or otherwise acquire or dispose of any tangible or intangible property of mine by means of any type instrument necessary or advisable to accomplish the same.

2. To enter into, perform, modify, extend, cancel, compromise, or otherwise act with respect to any contract of any sort whatsoever.

3. To procure insurance against any and all risks affecting property of persons, and against liability, damage, or claim of any sort; to alter, amend, extend, or cancel such insurance.

4. To borrow money in such amounts, for such periods and upon such terms as my attorney shall deem proper and to secure any loan by the mortgage or pledge of any property of

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mine.

5. To pay any amount that may be owing at any time by me upon any contract, instrument, or claim; to deliver or convey any tangible or intangible personal property, instrument or security that I may be required to deliver or convey by any contract or in performance of any obligation.

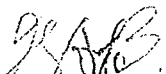
6. With respect to any account in my name or in any other name for my benefit with any broker, bank, banker or trust company, to make deposits therein and withdrawals therefrom whether by check or otherwise; and to open, to continue and to close such account or any similar account.

7. To receive payment of any indebtedness due me or any money coming to me, and to receive payment of dividends, interest, and principal, and to give receipts, releases and acquittances thereof.

8. To open and have free access to any lockbox to which I have access, and to all the contents thereof.

9. To buy, sell, exchange, mortgage, encumber, lease or by any other means whatsoever to acquire or dispose of real property; to execute and deliver any deed with or without covenants or warranties; to partition real property, to make real property, and to repair, alter, renovate, improve, remodel, erect, or tear down any building or other structure or part thereof.

10. To make, execute and deliver, or to receive or obtain, any lease, indenture of lease or contract for lease for any real property and any assignment of lease or indenture of lease and consent to the assignment thereof, for such periods of time, and with such provision or renewals, conditions, agreements, and covenants as my attorney shall deem proper; and to amend, extend, modify, or cancel any of the terms, covenants, or conditions, including covenants to pay rent, of



any lease, indenture of lease and contract of lease, whether heretofore or hereafter made, and to cancel, surrender, and accept the surrender of any lease, indenture of lease and contract of lease.

11. To employ and compensate nurses, doctors, attorneys, agents, accountants, investment advisors, brokers, tax specialists, realtors, domestic servants and others; and to remove them and appoint others in their place; deemed by my attorney needful for the proper handling of my affairs.

12. To assert, defend, compromise, acquire or dispose of or otherwise deal with any claim, either alone or in conjunction with other persons, relating to me or any property of mine or any other person, or any government, or any estate of a deceased or an incompetent person, or any trust whether created by will of a deceased person or instrument of a living person, or property of whatsoever nature; to institute, prosecute, the defense of any such claim, and to retain, discharge, and substitute counsel and authorize appearances of such counsel to be entered for me in any such action or proceeding.

13. To arbitrate any claim in which I may be in any manner interested, and for that purpose to enter into agreements to arbitrate, and either through counsel or otherwise to carry on such arbitration and perform or enforce any award entered therein.

14. To prepare, execute, verify, and file in my name and on my behalf any and all types of tax returns, amended returns, declarations of estimated tax, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund or petition, including petition in the Tax Court of the United States, in connection with any tax imposed or purported to be imposed by any government, or claimed, levied, or assessed by any government, and to pay such tax or to obtain any extension of time for any of the foregoing; to execute waivers or consents agreeing to a later determination and assessment of taxes than is

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provided by any Statute of Limitations; to execute waivers of restrictions on the assessments and collections of any deficiency in tax; to execute closing agreements and all other documents, instruments, and papers relating to any tax liability of mine of any sort; to institute and carry on either through counsel or otherwise any proceeding in connection with contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof, and to enter into any agreements or stipulations for compromise or other adjustments or dispositions of any tax.

15. To make gift of any of my property to any person, corporation or other legal entity, including any attorney designated herein, at any time and from time to time as such attorney shall deem appropriate.

16. To act on my behalf related to any act, power, duty, right, or obligation which I have or may acquire related to any matter, transaction, or property.

And generally to transact all business affairs and interests, as fully and completely as I myself might do if personally present; and to do any and all acts and things which my attorney shall deem useful, necessary or proper to do any of the foregoing acts or to carry out any of the foregoing powers.

It is my intent that my attorney-in-fact is a fiduciary and is accountable and responsible as a fiduciary. It is my intent that this Power of Attorney comply with Section 62-5-501 of the 1976 Code of Laws as amended: "No person who may act in reliance upon the representations of my attorney-in-fact for the scope of authority granted to the attorney-in-fact shall incur any liability as to me or to my estate as a result of permitting the attorney-in-fact to exercise this authority, nor is any such person who deals with my attorney-in-fact responsible to determine or ensure the proper application of funds or property."

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My attorney shall have full power of substitution and revocation and such substitution or revocation may relate to or be limited to any one or more of all the foregoing acts or powers, or limited as to time or in any other respect as my attorney shall deem proper.

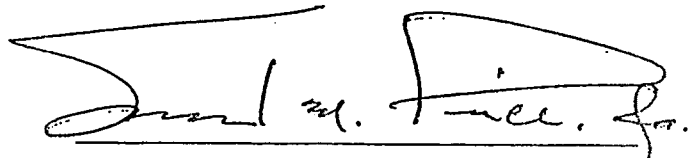
This Power of Attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his/her own estate.

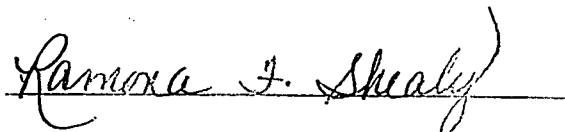
This Power of Attorney shall not be affected by lapse of time.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of February, 2016.


WILLIAM A. BRAZELL

Signed, sealed, published and declared by WILLIAM A. BRAZELL as and for his Durable Power of Attorney, in the presence of the undersigned, who at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:





SWORN to before me this
day of February, 2016.

9⁴²

Ramona A. Shealy
Notary Public for South Carolina
My Commission expires: 3/14/2024

Page 6 of 6

P.243

5. As to the allegations set forth in Paragraph 3 of the Plaintiffs' Complaint, the Defendant denies that the claim has any merit or that the Plaintiffs are entitled to any declaratory, injunctive or monetary relief requested.

6. As to the allegations set forth in Paragraph 4 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

7. As to the allegations set forth in Paragraph 5 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

8. As to the allegations set forth in Paragraph 6 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

9. As to the allegations set forth in Paragraph 7 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

10. As to the allegations set forth in Paragraph 8 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

11. As to the allegations set forth in Paragraph 9 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

12. As to the allegations set forth in Paragraph 10 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

13. As to the allegations set forth in Paragraph 11 of the Plaintiffs' Complaint, the Defendant denies same and demands strict proof thereof.

14. As to the allegations set forth in Paragraph 12 of the Plaintiffs' Complaint, the Defendant denies same, and states that the claim has no merit and that the Plaintiffs are not

entitled to any declaratory, injunctive or monetary relief requested, in addition, the Defendant craves reference to the applicable South Carolina statutory law and/or Rules of Civil Procedure.

15. The Defendant denies the allegations and relief sought as set forth in the prayer/request of the Plaintiffs.

FOR A THIRD DEFENSE AND SECOND COUNTERCLAIM

16. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

17. The Plaintiffs' claim should be dismissed as it is barred by the doctrine of estoppel by laches.

FOR A FOURTH DEFENSE AND THIRD COUNTERCLAIM

18. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

19. The Plaintiffs lack standing to bring this action.

FOR A FIFTH DEFENSE AND FOURTH COUNTERCLAIM

20. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

21. The Plaintiffs' claim is barred by the defense of mootness.

FOR A SIXTH DEFENSE AND FIFTH COUNTERCLAIM

22. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

23. This Court lacks subject matter jurisdiction over the Plaintiffs' claims. The Defendants therefore reserve the right to file a motion pursuant to Rule 12(b), FRCP.

DEFENDANT'S AFFIRMATIVE AND OTHER DEFENSES

AND COUNTERCLAIM

24. Defendant incorporates by reference all allegations contained in this Counterclaim as if fully set forth herein.

25. Plaintiff and Defendant entered into binding Contracts on November 13, 2013 and April 9, 2014. These contracts were entered into due to the fact that the home was vacant and in horrible disrepair, had been broken into on numerous occasions, and Plaintiff was unable to pay any taxes, insurance and utilities on the home for two (2) years and the home was pending a tax sale. As is stated in the Contract, the Defendant took possession of the property on November 19, 2013, paid all tax payments, reinstated the homeowners insurance and reconnected all utilities. (See Contract in Lieu of Deed par. 2.) Defendant paid the delinquent property taxes in the amount of \$688.43 and \$209.20 for a total of \$897.63 to prevent the home from being sold at the State Real Estate Auction.

26. These Contracts state that Defendant is purchasing the home and Plaintiff is selling the home for the amount of \$90,100.00. These Contracts state that Defendant is also purchasing an adjacent parcel of land and Plaintiff is selling the adjacent parcel of land for the amount of \$9,000.00.

27. Plaintiffs have breached this Contract by refusing to comply with the Contract wherein they were to deliver a Deed to the Defendant as soon as Geneva J. Brazell was deceased as is referenced in paragraph 2 of the Contract in Lieu of Deed.

28. Plaintiffs have breached this Contract by not transferring the Deed at 2426 Heyward Brockington Road, although payment has exceeded the amount that was to be paid. See Contract in Lieu of Deed paragraphs 2 and 10.

29. Plaintiffs have breached this contract by refusing to comply with the Contract wherein they agreed to accept, and the Defendant agreed to execute, a Mortgage for any and all balances that was due to them at the time of Mrs. Brazell's death as is referenced in paragraph 2 of the Contract in Lieu of Deed. Upon learning of Geneva J. Brazell's death, Defendant signed said Mortgage and Note and delivered same to Plaintiff's attorney on March 17, 2015.

30. Defendant has been damaged as a direct and proximate result of Plaintiff's breach, wherein Defendant has been unable to obtain homeowners' insurance on the properties, has been unable to reclassify the properties and other damages as a direct result of Plaintiffs' breach of contract.

31. Defendants deny plaintiff has sustained any damage, deny the nature and extent of damage (if any) and deny they caused plaintiff to sustain any damage. Plaintiff has only benefitted from Defendant's possession of the property.

32. The claims are barred by the doctrines of consent, waiver, estoppel or acquiescence.

33. The claims are barred by the doctrine of unclean hands and other equitable defenses.

34. Plaintiffs unlawfully retained a homeowners' insurance settlement in the amount of \$6,318.00 from Auto-Owners Insurance, due to hail and windstorm damage to the roof on May 27, 2014. This unlawful retention has caused severe damage to the home and its contents

due to the fact that Defendant was unable to repair and replace the roof, and further extensive damage occurred during the floods of October, 2015 in excess of \$10,000.00. Defendant has ^{owed to husband for his divorce} been advised by Auto-Owners Insurance and she believes that Plaintiffs have cashed the settlement check and have no intention to replace the roof.

35. Plaintiffs on numerous occasions, asked Defendant to purchase items for the Plaintiff, in order to evade the United States Government, and risk losing his Social Security benefit, wherein Defendant refused to cooperate.

36. Plaintiffs directly evaded transferring the properties to Defendant, due to the fact that they would need to split the proceeds with his mother, Geneva J. Brazell, who was an invalid in a nursing home, and was still alive. He demanded that we wait until her death so he could forgo any liability associated with the transfer.

37. Plaintiffs presented Defendant with a Power of Attorney wherein William Brazell was appointed Attorney in Fact for Geneva J. Brazell. It has since come to the attention of Defendant that this Power of Attorney was revoked on February 20, 2008, and William Brazell's sister was appointed Attorney in Fact through a subsequent Power of Attorney, therefore William Brazell had no authority to execute any documents on behalf of Geneva J. Brazell, while she was then living.

38. Plaintiffs have suffered no harm as a consequence of the allegations set forth in the complaint. Plaintiffs have only benefitted from Defendant's possession of the properties. As referenced in paragraphs 2 and 9 of the Contract in Lieu of Deed, Defendant took possession of the properties to repair and further prevent the mold and mildew that existed in the home from

lack of air conditioning over an extended period of time, and to save the home from tax sale due to non-payment of property taxes.

39. Defendant has been damaged as a direct and proximate result of Plaintiff's breach, wherein Defendant has been storing Plaintiffs' possessions (which entails the entire contents of the home, including extensive personal possessions of Geneva J. Brazell) since taking possession of the properties on November 19, 2013. Plaintiff is indebted to Defendant for reasonable and necessary storage fees in excess of \$3,000.00, which represents \$125.00 per month from November 2013 to the present.

40. Plaintiff is indebted to Defendant in the amount of \$6,614.26 for damages caused by the floods in October 2015, for which Plaintiff refuses to pay and are responsible for paying due to their direct and unlawful withholding of the insurance settlement funds, and the refusal to replace the roof of the home.

41. Plaintiff is withholding funds in the amount of \$6,318.00 from the homeowners' insurance company which were specifically for the repair and replacement of the roof at the subject residence. Due to this unlawful holding of funds, and subsequently not replacing the damaged roof, the Defendant has incurred damages in the amount of \$10,603.72.

42. Pursuant to paragraph 12 of the Contract in Lieu of Deed, "all amounts paid by BUYER for taxes, insurance and improvements will be credited against the Sales Price listed above at closing." Defendant has paid towards the contract in excess of \$20,082.16, and this amount continues to increase daily, as repairs are continuing to be made to the property due to Plaintiff's willful breach of the Contract. As is referenced in the Contract in Lieu of Deed, Defendant paid, as of the signing of the contract on April 9, 2014, a total of \$5,820.09. Since

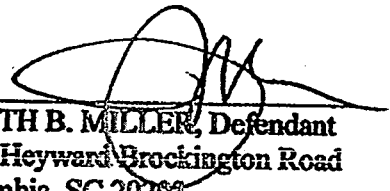
that time, an additional \$14,262.07 has been paid towards the Contract by Defendant. As of the filing of this document, Defendant has paid in excess of \$20,082.16 toward the satisfaction of the Defendants obligation towards the purchase price in the Contract in Lieu of Deed.

JURY DEMAND

43. Defendant hereby requests a trial by jury on its above counterclaim.

WHEREFORE, having fully answered the Plaintiff's Complaint, and stated her Counterclaim herein, the Defendant prays as follows:

- (a) That the Plaintiffs' Complaint be dismissed with prejudice.
- (b) That the Defendant be awarded all costs of this action including any and all reasonable attorney's fees.
- (c) For an Order of this Court awarding all claims as stated in the Defendant's Counterclaim.
- (d) For an Order of this Court directing Plaintiffs to immediately execute a General Warranty Deed to Defendant.
- (e) And for such other and further relief as the Court deems just and proper.


JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

Columbia, South Carolina
September 19, 2016

CERTIFICATE OF SERVICE

I, Judith B. Miller, hereby certify that on the 19th day of September, 2016, I served the above Answer and Counterclaim upon the Plaintiffs, through their attorney, Samuel M. Price, Jr., at 1413 Main Street, P.O. Box 836, Newberry, SC 29108 by mailing same through the United States Postal Service and emailing a copy to the Plaintiff's attorney.



JUDITH B. MILLER, Defendant
2428 Heyward Brockington Road
Columbia, SC 29203
(803) 315-5384

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

REPLY TO ANSWER AND
ANSWER TO COUNTERCLAIM

2016 OCT 11 AM 11:14
JACQUETTE W. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

That Plaintiff would respectfully reply to the Answer and answer the Counterclaim of defendant as follows:

1. That plaintiff would deny each and every allegation contained in the Answer and Counterclaim not specifically admitted herein.

IN REPLY TO THE FIRST DEFENSE AND

IN ANSWER TO THE FIRST COUNTERCLAIM

2. That plaintiff would deny each and every allegation contained in the First Defense and First Counterclaim unless specifically admitted herein.

3. That plaintiff would deny the allegations contained in paragraph one (1) and demands strict proof thereof.

IN REPLY TO THE SECOND DEFENSE

4. That plaintiff would reallege and reaffirm each and every allegation stated above as if set forth herein verbatim.

5. That plaintiff would deny each and every allegation contained in the Second Defense

No. 1
Prof

not specifically admitted herein.

6. That plaintiff would reallege and reaffirm the allegations of paragraphs one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), and twelve (12) of the Complaint.

IN REPLY TO THE THIRD DEFENSE AND
IN ANSWER TO SECOND COUNTERCLAIM

7. That plaintiff would reallege and reaffirm each and every allegation stated above as if set forth herein verbatim.

8. That plaintiff would deny each and every allegation contained in the Third Defense and Second Counterclaim not specifically admitted herein.

9. That plaintiff's claim is not barred by the Doctrine of Estoppel by Laches.

IN REPLY TO THE FOURTH DEFENSE AND
IN ANSWER TO THIRD COUNTERCLAIM

10. That plaintiff would reallege and reaffirm each and every allegation stated above as if set forth herein verbatim.

11. That plaintiff would deny each and every allegation contained in the Fourth Defense and Third Counterclaim not specifically admitted herein.

12. That plaintiff does have standing to bring this action.

IN REPLY TO THE FIFTH DEFENSE AND
IN ANSWER TO FOURTH COUNTERCLAIM

13. That plaintiff would reallege and reaffirm each and every allegation stated above as if set forth herein verbatim.

14. That plaintiff would deny each and every allegation contained in the Fifth Defense

No. 2
Page

and Fourth Counterclaim not specifically admitted herein.

15. That plaintiff's claim is not barred by mootness.

IN REPLY TO THE SIXTH DEFENSE AND

IN ANSWER TO FIFTH COUNTERCLAIM

16. That plaintiff would reallege and reaffirm each and every allegation stated above as if set forth herein verbatim.

17. That plaintiff would deny each and every allegation contained in the Sixth Defense and Fifth Counterclaim not specifically admitted herein.

18. That this Court does not have subject matter jurisdiction over this claim. The Federal Rules of Civil Procedure (FRCP) do not control in the Circuit Courts of South Carolina.

IN REPLY TO DEFENDANT'S AFFIRMATIVE AND OTHER DEFENSES AND

IN ANSWER TO COUNTERCLAIM

19. That plaintiff would reallege and reaffirm each and every allegation stated above as if set forth herein verbatim.

20. That plaintiff would deny each and every allegation contained in Defendant's Affirmative and Other Defenses and Counterclaim not specifically admitted herein.

21. That plaintiff can neither affirm nor deny the allegations set forth in paragraphs twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42), and forty-three (43) of Defendant's Affirmative and Other Defenses and Counterclaim.

22. That in response to the allegation of paragraph twenty-nine (29) of defendant's

Affirmative and Other Defenses and Counterclaim, which provides in part, "upon learning of Geneva J. Brazell's death defendant signed said mortgage and note and delivered same to plaintiff's attorney on March 17, 2015", plaintiff's attorney received a deed by e-mail showing that plaintiff was selling subject property for Five and no/100 (\$5.00) dollars. Plaintiff's attorney also received an unsigned copy of a Mortgage Note showing a mortgage debt of only \$90,100.00 to be financed by plaintiff at 2% and a South Carolina Mortgage with no signatures. By defendant's e-mail cover letter, she asked plaintiff to sign a deed showing true consideration Five and no/100 (\$5.00) dollars only. See attached e-mail with attachments.

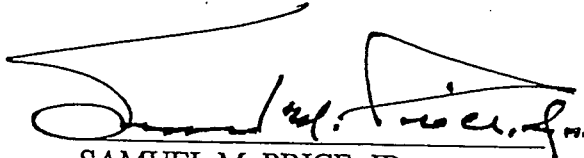
23. That pursuant to the South Carolina Rules of Civil Procedure, Rule 53(b), plaintiff is entitled to have that part of this case related to foreclosure referred to a master.

WHEREFORE, having set forth his Reply to Answer and Answer to Counterclaim, plaintiff would respectfully request of this Honorable Court:

- (a) For an Order of this Court referring this case to Master-in-Equity for Richland County.
- (b) For an Order of this Court dismissing defendant's counterclaims and affirmative defenses.
- (c) For an Order of this Court determining that defendant has breached the Contract to purchase and has no further rights and/or equity in the real estate.
- (d) For an Order of this Court requiring defendant to vacate the premises immediately.
- (e) For an Order of this Court (in the alternative) that the Contract creates a constructive mortgage and/or an equitable mortgage, determine the amount owed by defendant to plaintiff, and that the property should be sold at a public sale. The proceeds of sale shall be distributed as follows: legal costs, attorney's fees, administrative costs, and balance to plaintiff. Any overage

from the foreclosure sale shall be paid to defendant.

(f) For the costs of this action and such other and further relief as the Court deems necessary and proper.



SAMUEL M. PRICE, JR.

Attorney for Plaintiff

1413 Main Street, P. O. Drawer 836

Newberry, South Carolina 29108

(803) 276-0796

Newberry, SC 11
October 6, 2016

No. 5

Brazell

Judy Haley

Tue 3/17/2015 1:04 PM

To:rshealy517@hotmail.com <rshealy517@hotmail.com>;

2 attachments (76 KB)

Deed Brazell to Haley.docx; Mortgage Haley to Brazell March 2015.docx;

Ramona:

I apologize for the delay in getting this to you.

Yesterday I sent it to you, but left off the "r" of your email address! In checking it today, I saw the error.

Anyway, can you please print this out for William Brazell to sign. Brenda said that you are a Notary so I hope it won't be a problem.

I am sending the Mortgage for them to see, but it is for my signature.

I am going to my attorney's office today to sign the Mortgage and Note, and I will send it to them as soon as it is signed.

If you could please mail the signed Deed to me (Priority Mail please), I would greatly appreciate it. I will reimburse you for any mailing costs. My address is:
2428 Heyward Brockington Road, Columbia, SC 29203.

Thank you very much for your help.

Judith Haley

Recording Requested By and

When Recorded Mail to:

Judith Dawn Blake Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Recording Time, Book & Page

SOUTH CAROLINA GENERAL WARRANTY DEED

COUNTY: Richland

TAX MAP NUMBERS: 09800-05-40 & 09800-05-39

CITY: Columbia

Grantor

WILLIAM A. BRAZELL
P.O. Box 146
Prosperity, SC 29127

Grantee

JUDITH DAWN BLAKE HALEY
2428 Heyward Brockington Road
Columbia, SC 29203

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Five and No/100 Dollars (\$5.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the real estate (the "Premises") described as follows:

2426 Heyward Brockington Road, Columbia, SC 29203 – Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 278.7' x 100')
... and...

2428 Heyward Brockington Road, Columbia, SC 29203 – Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sqft)

Property Description is attached hereto and made a part hereof.

Plats of the subject properties are recorded in Plat Book _____ at Page _____ and Plat Book _____ at Page _____.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D195 at Page 459.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D842 at Page 22.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's heirs successors and assigns forever. the Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal this _____ day of February, 2015

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:

Witness #1

WILLIAM A. BRAZELL

(SEAL)

Witness #2

STATE OF SOUTH CAROLINA

Acknowledgment for Individual Grantor

COUNTY OF RICHLAND

I, a Notary Public for South Carolina, do hereby certify that WILLIAM A. BRAZELL, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of February, 2015.

Notary Public for South Carolina

My Commission Expires:

MORTGAGE NOTE

Richland County, Columbia, South Carolina

February ____, 2015

2426-2428 Heyward Brockington Road, Columbia, SC 29203

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 90,100.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **WILLIAM A. BRAZELL**. The Lender is called the "Note Holder". This Note is not transferrable by any party to this Note.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 2%.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on April 1, 2015. I will make these payments every month until I have paid all of the principal and interest that I may owe under this Note.

I will make my monthly payments at P.O. Box 146, Prosperity, SC 29127 or at a different place if required by the Note Holder

(B) Amount of Monthly Payments

My initial monthly payment will be in the amount of U.S. \$500.00 and will continue monthly until paid in full.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment."

When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my/our monthly payment unless the Note Holder agrees in writing to those changes.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment within ten (10) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be twenty dollars (\$20.00). I will pay this late charge promptly but only once on each late payment. This late charge is to compensate the Note Holder for their inconvenience and is not to be considered additional principal or interest.

(B) Default

If I do not pay the full amount of each monthly payment within 30 days of the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may, but is not required to, send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the amount due which has not been paid and all the interest that I owe on that amount.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

6. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated above or at a different address if I am given a notice of that different address.

7. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, (the "Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

Witness the Hand and Seal of the Undersigned.

Witness

Witness

JUDITH D. HALEY

Recording Requested By and
When Recorded Mail to:

Judith D. Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Recording Time, Book & Page

SOUTH CAROLINA MORTGAGE

Mortgagor:

Judith D. Haley
2428 Heyward Brockington Road
Columbia, SC 29203

Mortgagee:

William A. Brazell
P.O. Box
Prosperity, SC

COUNTY: RICHLAND

TAX MAP NUMBERS 09800-05-40 & 09800-05-39:

CITY: COLUMBIA

The designation Mortgagor and Mortgagee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS Mortgagor in and by that certain note (hereinafter the "Note"), bearing the date hereof is justly indebted to Mortgagee in the sum of NINETY THOUSAND AND ONE HUNDRED and no/100 Dollars (\$90,100.00), together with interest as set forth in the Note and payable according to the Note and conditions thereof.

NOW, KNOW ALL MEN BY THESE PRESENTS that, (a) to secure the payment and performance of the Note and any renewal, extension or modification thereof to Mortgagee according to the conditions of the Note; and (b) also to secure in accordance with Section 29-3-50 Code of Laws of South Carolina 1976, as amended: all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the Note and all renewals, extensions and modifications thereof; provided, however, that: (i) nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Mortgagor and (ii) the maximum amount of all indebtedness outstanding at any one time secured hereby shall not exceed twice the face amount of the Note, plus interest thereon and costs of collection (including court costs and reasonable attorneys' fees); and (c) in consideration of the further sum of Three Dollars (\$3.00) to Mortgagor in hand well and truly paid by Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Mortgagor has granted, bargained, sold, and released, and by these presents does hereby grant, bargain, sell, release and convey unto Mortgagee the real estate (the "Premises") described as follows:

2426 Heyward Brockington Road, Columbia, SC 29203 – Tax Map #R9800-05-40 (which is described as property measuring 324' x 125' x 278.7' x 100')

... and...

2428 Heyward Brockington Road, Columbia, SC 29203 – Tax Map # R09800-05-39 (which is described as property measuring 324'x318.2'x324'x318.2' with residential dwelling containing 2240 sqft)

Property Description is attached hereto and made a part hereof.

Plats of the subject properties are recorded in Plat Book _____ at Page _____ and Plat Book _____ at Page _____.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D195 at Page 459.

Derivation: This being the same property conveyed to Grantor by Deed of _____ dated _____ and recorded _____ in the Office of the Register of Mesne Conveyances for Richland County In Deed Book D842 at Page 22.

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

AND IT IS AGREED, by and between the parties, that Mortgagor and Mortgagor's heirs, successors and assigns shall insure such buildings or other improvements as may be constructed on the Premises and keep the same insured from loss or damage by fire in the sum of the actual cash value thereof and assign the policy of insurance to Mortgagee, and Mortgagee's heirs, successors and assigns. And in case Mortgagor shall at any time neglect or fail to do so, then the holder of this Mortgage may cause the same to be insured in Mortgagee's own name, and all amounts so expended shall be secured by this Mortgage and be due and payable by Mortgagor to Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED, that Mortgagor, and Mortgagor's heirs, successors and assigns, shall pay promptly all taxes assessed and chargeable against the Premises; and in default thereof, that the holder of this Mortgage may pay the same, and all amounts so expended shall be secured by this Mortgage and be due and payable by Mortgagor to Mortgagee upon demand with interest at the rate set forth in the Note.

AND IT IS FURTHER AGREED that in the case of foreclosure of this Mortgage, by suit or otherwise, Mortgagee shall recover of Mortgagor a reasonable sum as attorney's fees, which shall be secured by this Mortgage and shall be included in any judgment of foreclosure.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if Mortgagor does truly pay, or cause to be paid unto Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the Note and conditions thereunder written, then this Mortgage shall cease and be utterly null and void, but shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed under seal this _____ day of February, 2015.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MORTGAGOR:

Witness #1

Witness #2

JUDITH D. HALEY

(SEAL)

STATE OF SOUTH CAROLINA

Acknowledgment for Individual Mortgagor

COUNTY OF RICHLAND

I, a Notary Public for South Carolina, do hereby certify that JUDITH D. HALEY, Mortgagor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of February, 2015.

Notary Public for South Carolina

My Commission Expires:

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

William A. Brazell, Individually and as
Personal Representative of the Estate of
Geneva J. Brazell, deceased

Plaintiff,

vs.

Judith D. Haley

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2016-CP-40-04639

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

RICHLAND COUNTY
FILED
2017 MAR 26 PM 11:51
JEANETTE W. MORRIS
C.C.P. & C.S.

Plaintiff's Attorney:

Samuel M. Price, Jr., Bar No. 04566

Address:

P. O. Drawer 836, Newberry, SC 29108

Phone: 803-276-0796 Fax 803-276-9495

E-mail: rshealy517@hotmail.com Other: _____

Defendant's Attorney:

Pro Se, Bar No. _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____ Other: _____

☒ 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: Motion to transfer to non-jury roster

Estimated Time Needed: 20 minutes

Court Reporter Needed: ☒ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

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

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

March 3rd, 2017
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, SCRPC)

☐ 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: \$ _____

SCCA 233 (11/2003)

COPY

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

William A. Brazell, Individually etc.

Plaintiff,

vs.

Judith D. Haley n/k/a Judith B. Miller

Defendant.

IN THE FAMILY COURT
FIFTH JUDICIAL CIRCUIT

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Docket No. 2016-CP-40-04639

Plaintiff's Attorney:
Samuel M. Price, Jr., Bar No. 04566
Address:
P. O. Drawer 836, Newberry, SC 29108
Phone: 803-276-0796 Fax 803-276-9495
E-mail: _____ Other: _____

Defendant's Attorney:
Pro Se, Bar No. _____
Address: _____
Phone: _____ Fax: _____
E-mail: _____ Other: _____

FILED
2016 OCT 11 AM 11:44
JEANETTE W. MCBRIDE
C.C.P. & C.

RICHLAND COUNTY

- ☐ 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: _____

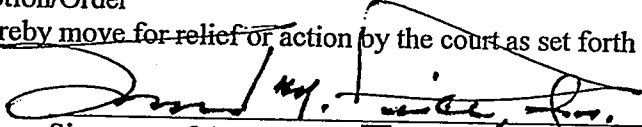
Estimated Time Needed: _____

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

6 October, 2016
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of 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: _____

Judge Signature: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

Custodial Parent (if applicable): _____

SCCA 233F (12/2009)

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

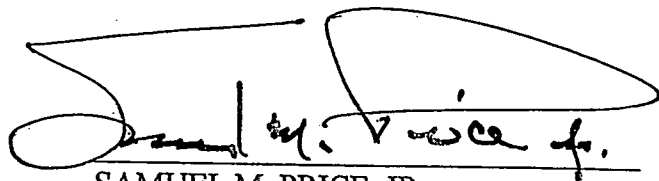
Judith D. Haley,)
Defendant.)

NOTICE OF MOTION AND MOTION

RICHLAND COUNTY
FILED
2016 OCT 11 AM 11:44
JEANETTE W. MCBRIDE
C.P. & G.S.

TO THE DEFENDANT ABOVE NAMED:

PLEASE TAKE NOTICE that the plaintiff, by and through his attorney, will move before the Judge of the Fifth Judicial Circuit seeking an Order referring this case to the Master-in-Equity of Richland County. The nature of this case is in the matter of a foreclosure. Therefore, as provided by the South Carolina Rules of Civil Procedure Rule 53(b), the action for foreclosure should be referred.



SAMUEL M. PRICE, JR.
Attorney for Plaintiff
1413 Main Street, P. O. Drawer 836
Newberry, South Carolina 29108
(803) 276-0796

Newberry, SC
October 6, 2016

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

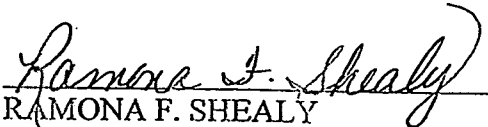
CERTIFICATE OF SERVICE BY MAIL

RICHLAND COUNTY
FILED
2016 OCT 11 AM 11:44
JEANNETTE H. MCBRIDE
C.C.P. & S.

The undersigned hereby certifies that she is an employee in the office of Samuel M. Price, Jr., Attorney for Plaintiff, and is a person of such age and discretion to be competent to serve papers.

That on October 6, 2016, she served a copy of the Reply to Answer and Answer to Counterclaim together with a copy of the Notice of Motion and Motion by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at Newberry, South Carolina.

ADDRESSEE: Judith D. Haley now known as Judith B. Miller
2428 Heyward Brockington Road
Columbia, South Carolina 29203


RAMONA F. SHEALY

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
2016-CP-40-04639

William A. Brazell, Individually and as)
Personal Representative of the Estate of)
Geneva J. Brazell, deceased,)
Plaintiff,)

vs.)

Judith D. Haley,)
Defendant.)

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee in the office of Samuel M. Price, Jr., Attorney for Plaintiff, and is a person of such age and discretion to be competent to serve papers.

That on March 3, 2017, she served a copy of the Motion and Order Information Form and Coversheet with Motion filed on October 11, 2016, by placing said copy in a postpaid envelope addressed to the person hereinafter named, at the place and address stated below, which is the last known address, and by depositing said envelope and contents in the United States Mail at Newberry, South Carolina.

ADDRESSEE: Judith D. Haley now known as Judith B. Miller
2428 Heyward Brockington Road
Columbia, South Carolina 29203


RAMONA F. SHEALY

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT OF BRIAN L. BOGER

PERSONALLY appeared before me, BRIAN L. BOGER, who being duly sworn, deposes and says:

1. That he is a member of the South Carolina Bar with offices in Richland County located at 1331 Elmwood Avenue, Suite 210, Columbia, South Carolina.
2. That on Monday, December 5, 2016, deponent attended a Richland County Roster Meeting for Common Pleas cases in the Richland County Judicial Center, before Judge Benjamin.
3. That at the roster meeting, deponent noticed that Samuel M. Price, Jr. was present. Deponent and Mr. Price have been friends for decades and after the meeting, deponent and Mr. Price chatted for a few moments.
4. That deponent's memory is clear and there is no doubt that Samuel M. Price, Jr. was present for the Roster Meeting held on December 5, 2016, before Judge Benjamin.

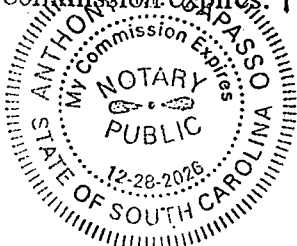
That deponent has read this Affidavit and that all facts contained herein are true of his own personal knowledge.

SWORN to before me this
day of June, 2017.

(LS)

Notary Public for South Carolina

My commission expires: 12-28-2026



RE: Brazell v. Haley - Case No. 2016-CP-40-04639

ANNE HENLEY <HENLEYA@rcgov.us>

Fri 8/18/2017 9:48 AM

To: Ramona Shealy <rshealy517@hotmail.com>;

Importance: High

Anne R. Henley
Civil Non-Jury Court Scheduler
Richland County Judicial Center
1701 Main Street
Columbia, SC 29202

803-576-1943

From: Ramona Shealy [mailto:rshealy517@hotmail.com]
Sent: Thursday, August 17, 2017 5:25 PM
To: ANNE HENLEY
Subject: Brazell v. Haley - Case No. 2016-CP-40-04639

Dear Ms. Henley,

The above captioned case has been dismissed. As a result of the dismissal, I have filed an appeal in the South Carolina Court of Appeals. It would be helpful in my appeal if you could answer the following questions:

1. Do you have any notes or other indication that I was present for the December 5, 2016 roster meeting before Judge Benjamin? According to my roster notes you were present and Ms. Haley was not. I noted it was contested and to schedule motion for 1/4/17 and the case for January.
2. Do you have any notes or other indication that defendant Haley was present for the December 5, 2016 roster meeting before Judge Benjamin? See above
3. Do you have any notes or other indication that defendant Haley was present for the January 9, 2017 roster meeting before Judge Benjamin? According to my notes no one showed on this day and I sent a form 4 to Judge Benjamin
4. Was there a docket meeting or motion hearing scheduled for January 4, 2017? It appears that it was put on and taken off a roster several times in the same day as we do not usually schedule motions to refer.
5. If so, was I notified of a motion hearing or roster meeting for January 4, 2017? There were no notices sent for January 4, 2017
6. Do you have any notes or other indication after the January 9, 2017 roster meeting of any further notices to me other than the Order(s) of Dismissal?

Thank you very much for your help.

Respectfully,
Samuel M. Price, Jr.

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

Brazell v. Haley - Case No. 2016-CP-40-04639

Ramona Shealy

Wed 1/4/2017 2:47 PM

Sent Items

To: dbenjaminlc@sccourts.org <dbenjaminlc@sccourts.org>;

Dear Judge Benjamin,

This case is in the nature of a foreclosure action. The case was filed on August 2, 2016. I requested that this case be placed on the non-jury roster. The defendant represents herself pro se. She filed her Answer and Counterclaim dated September 19, 2016. Defendant requested a jury trial. On October 11, I filed a Motion for an Order Referring this case to the Master-in-Equity (as a non-jury case). Because I neglected to fill out Section I: Hearing Information, a hearing has never been scheduled.

I have been noticed of a roster meeting scheduled for Monday, January 9, 2017, at 9:00 am before Judge Benjamin. I believe that it would be premature to set this case for trial before determining whether it should be on the jury or non-jury roster.

I am currently running for a Family Court seat, i.e. Eighth Judicial Circuit, Seat 2. I will be involved in that process until February 1, 2017. Please schedule a motion hearing on the issue of whether this case will be tried jury or non-jury. Please call my office before scheduling this hearing because I am having a number of items set for February 2nd and thereafter.

For these reasons, I will not attend the roster meeting on Monday, January 9, 2017.

Respectfully,
Samuel M. Price, Jr.,
Attorney for Plaintiff Brazell

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

Brazell v. Haley - Case No. 2016-CP-40-04639

Ramona Shealy <rshealy517@hotmail.com>

Mon 1/30/2017 12:41 PM

To: dbenjaminsc@sccourts.org <dbenjaminsc@sccourts.org>;

1 attachments (112 KB)

BRAZELL20170130134121.pdf;

Dear Judge Benjamin,

This e-mail shall confirm my telephone conversation with Jerrell Kirk-James of this day during which we discussed the above captioned case. I received by e-mail this morning a Form 4 dismissing the case. I had earlier sent an e-mail dated Wednesday, January 4, 2017, explaining why I would not attend the roster meeting on Monday, January 9, 2017. I attach a copy of the Order of Dismissal and a copy of my e-mail.

Please reconsider dismissing this case and reinstate the case so that the case may go forward.

If possible, I would like to set a hearing in order to determine whether this would be a jury or non-jury matter.

Respectfully,
Samuel M. Price, Jr.,
Attorney for Plaintiff Brazell

f. Jeannette Gist Benjamin
Adm. Asst: Jerrell Kirk-James

(803) 576-1746

Ramona F. Shealy
Administrative Assistant
SAMUEL M. PRICE, JR.
Attorney at Law
1413 Main Street
P. O. Drawer 836
Newberry, SC 29108
Phone: (803) 276-0796
Fax: (803) 276-9495

STATE OF SOUTH CAROLINA

County of Richland

WILLIAM A. BRAZELL,
INDIVIDUALLY AND AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF GENEVA J. BRAZELL,
DECEASED,

PLAINTIFF,

vs.

JUDITH D. HALEY,

DEFENDANT,

COURT OF COMMON PLEAS
2016-CP-40-04639

TRANSCRIPT OF RECORD

April 25, 2017
Columbia, South Carolina

BEFORE:

THE HONORABLE ROBERT E. HOOD, JUDGE.

APPEARANCES:

SAMUEL M. PRICE, Jr., ESQ.
Attorney for the Plaintiff

JUDITH HALEY, appearing pro se

KAREN AMBROZIAK
Official Court Reporter

C O N T E N T S

INDEX OF EXHIBITS:

(There were no exhibits introduced.)

INDEX OF WITNESSES:

(There were no witnesses called.)

1 THE COURT: All right. We are on the record in
2 2016-CP-40-4639. This is William Brazell, Individually,
3 and as the Personal Representative of the Estate of Geneva
4 Brazell against Judith Haley, now known as Judith Miller.

5 This is the plaintiff's motion to reinstate the case
6 and motion to reverse dismissal.

7 Are you ready to go forward?

8 And Ms. Haley is present, and Mr. Price is present
9 representing the plaintiff.

10 Mr. Price, are you ready to go forward?

11 MR. PRICE: Yes, sir.

12 THE COURT: Okay.

13 MS. HALEY: Your Honor.

14 THE COURT: Yes, ma'am.

15 MS. HALEY: If I may, I have copies of my response
16 and my motion --

17 THE COURT: Okay.

18 MS. HALEY: -- that I had filed.

19 THE COURT: All right. Give it to the clerk.

20 (Complies.)

21 Thank you, ma'am.

22 THE CLERK: Yes, sir.

23 THE COURT: All right.

24 Mr. Price?

25 MR. PRICE: Yes, sir, Judge. This case was dismissed

1 in January of this year.

2 Prior to this dismissal, I had contacted the judge,
3 Judge Benjamin's office, and indicated to them that I was
4 going to be, in the month of January, running for a Family
5 Courtship, and I had written a -- sent a fax indicating
6 that.

7 Apparently, that correspondence was not received by
8 Judge Benjamin or she didn't -- didn't continue anything
9 until that process was over, and the day I had a copy of
10 the order dismissing to me, we made a motion to
11 reconsider.

12 Let's see if I can find that. It looks like my
13 motion to reinstate the case, motion to reverse dismissal,
14 was dated -- well, that was dated March 3rd. However,
15 there was another correspondence that was sent.

16 It looks like we sent a -- emailed Judge Benjamin on
17 Monday, January 30th. It says, "This email should confirm
18 my telephone conversation with Jerrell-Kirk James. On
19 this day during which we discussed the above-captioned
20 case.

21 I received an email this morning, a Form 4,
22 dismissing the case. I had earlier sent an email dated
23 Wednesday, January 4th explaining why we would not attend
24 the roster meeting on January 9th.

25 We are just simply asking the court to reinstate the

1 case. The nature of this case is Ms. Haley entered into
2 contracts to purchase certain real estate from my client,
3 and payments have not been forthcoming. So, you know,
4 that is nature of the case.

5 THE COURT: Okay.

6 All right. Ms. Haley, would you like to respond?
7 Raise your right hand.

8 JUDITH HALEY, after being duly sworn,
9 testified as follows:

10 THE COURT: Okay. I'm happy to hear from you. Thank
11 you for waiting this morning. I assume you would rather
12 get the case resolved today than have to have it continued
13 again, so we --

14 MS. HALEY: Absolutely.

15 THE COURT: -- allowed Mr. Price to do the hearing
16 that he needed to do in Greenwood and then come down. So
17 I apologize sincerely for your delay, but I figured
18 instead of waiting for it to get scheduled some time in
19 the future, I figured it would be easier to get it over
20 with today. So I do apologize.

21 MS. HALEY: Thank you. Well, I first want to state
22 that this is the fourth time that he has chosen to not
23 show or not appear or whatever. This was his scheduled
24 hearing. He chose this motion hearing. This is the
25 fourth time he has chosen to not appear or be late or

1 whatever the instance may be.

2 I received his motion to reinstate and motion for
3 reversal some 45, 50 days after the judge had dismissed
4 the case, and he knew at that time, you know, nothing had
5 changed. But then he still is -- keeps drawing -- drawing
6 everything out.

7 I'm asking with my motion to dismiss this -- not only
8 his motion to reinstate the case, the motion for reversal
9 of dismissal, but there's some other motion which I just
10 got in the mail which I really don't understand. It's
11 some motion to amend.

12 I'm at a loss as to what that is, but I'm asking for
13 that to also be dismissed with prejudice because this -- I
14 keep coming before the court, and it's wasting my time and
15 the court's time and the people's time and money. And I'm
16 asking for it to be dismissed.

17 In my counterclaim, I had stated that there exists no
18 mortgage, no note, no deed because this whole entire -- my
19 counterclaim to his original which was filed -- he had no
20 idea where to file anything, so he started at the bottom
21 and filed it in Landlord/Tenant; realized the landlord
22 tenant judge said, no, you have got to take this up in
23 civil court. So he did.

24 My counterclaim is for breach of contract. The
25 plaintiff's breach of contract -- because I still have

1 never received a deed. I sent them copies of my mortgage,
2 my note that was negotiated between myself and the
3 plaintiff, and I sent that in November of 2014.

4 Then again in March of 2015, I personally sent it to
5 Mr. Price's office to make sure that he could deliver it
6 to them and get them to sign it.

7 I had spoken personally with the plaintiff. She had
8 come to my house that day and said send it to him, we'll
9 sign it.

10 The plaintiff has filed numerous and extremely
11 voluminous documents in order to harass, overburden, and
12 attempt to I think confuse me and to try to bully me into
13 just caving to his desires.

14 The plaintiff agreed to execute the General Warrantee
15 Deed on November 13th, 2013, and they were given the deed
16 and copies of the mortgage and the note.

17 And we had all agreed. They were personally at my
18 house. They agreed on the terms, and the plaintiff
19 said -- called -- when came to my house and said that she
20 had lost the papers. Could I send them to her attorney.
21 Therefore, I did.

22 And this -- my response -- I'm also asking that this
23 court issue an order directing them to execute a General
24 Warranty Deed, but I realize that that might be a moot
25 point if I can just get you to execute an order dismissing

1 his motions and this case in its entirety with prejudice
2 so that I can proceed in civil court under breach of
3 contract.

4 THE COURT: All right. Mr. Price, any response?

5 MR. PRICE: Yes, Judge.

6 (Pause).

7 Judge, I don't want to try case before you but I --

8 THE COURT: I mean, tell me how your motion is timely
9 filed. That's what I don't understand.

10 MR. PRICE: Why the motion was not timely filed?

11 THE COURT: I mean, how is your motion timely filed
12 is my question.

13 MR. PRICE: Well...

14 THE COURT: All right. I mean, under what Rule of
15 Civil Procedure can you file a motion to reinstate a case
16 that was dismissed on January 25, 2017? Give it five days
17 to get to you, January 30th. The motion to reinstate was
18 filed sometime in March. The rule is ten days. I don't
19 understand how it's timely filed.

20 MR. PRICE: Well, my -- my effort was to try to get
21 directly in touch with the judge. That's what --

22 THE COURT: I mean, the problem with that is instead
23 of filing a motion to continue back in January, you just
24 started emailing people, and you never got a ruling on
25 that. Then you didn't show up to court. Then the case

1 was dismissed.

2 Instead of filing the proper motion to ask for a
3 reconsideration on the motion -- on the dismissal of the
4 court, you waited over a month and then filed a motion.
5 Now you want me to hear it after -- after none of that has
6 been properly filed. That's what I don't understand.

7 MR. PRICE: Well, as I understand it for good cause
8 shown, you know, we've got a case that has slowed down,
9 taken much longer to do what we need to do. I just would
10 hate to have to start over again, but you know, there was
11 a good faith effort made to deal directly with the judge
12 who was hearing the roster meeting and hearing the -- made
13 the decision to dismiss the case.

14 THE COURT: All right. Your motion to reinstate the
15 case is denied. This case is dismissed, and I'll do a
16 Form 4 that states that. Thank you very much.

17 MR. PRICE: Thank you, Judge.

18 MS. HALEY: Thank you, Your Honor. Will that be with
19 prejudice?

20 THE COURT: Yes, ma'am.

21 MS. HALEY: Thank you, Your Honor.

22 (Pause).

23 THE COURT: Two o'clock.

24 MR. PRICE: Now, Judge, as you said with -- with
25 prejudice. Does that mean we cannot bring this case back?

1 THE COURT: Yes, sir.

2 (Whereupon, the proceedings were concluded.)

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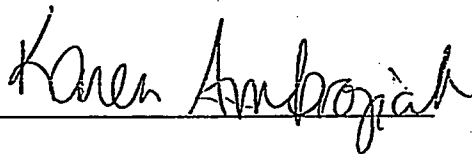
CERTIFICATE OF REPORTER:

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

I, Karen Ambroziak, Official Court Reporter for the 5th Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Richland County, South Carolina, on the 25th day of April, 2017.

June 27, 2017



Karen Ambroziak, RPR
Circuit Court Reporter

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Court Judge

Appellate Case No. 2017-001267

William A. Brazell,
Individually and as Personal
Representative of the Estate of
Geneva J. Brazell, deceased,

Appellant,

v.

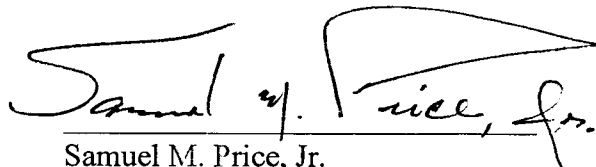
Judith D. Haley,

Respondent.

CERTIFICATE OF COUNSEL

The undersigned counsel of appellant does hereby certify that the Record on Appeal is in compliance with Rule 211(b), SCACR. There are certain documents that are duplicated in the Record. The reason for such duplication is that these documents were exhibits or attachments to affidavits, motions, pleadings and the like. The undersigned thought that deletion of such attachments or exhibits would be confusing to the Court.

September 29, 2017



Samuel M. Price, Jr.
SC Bar No. 04566
1413 Main Street, P. O. Drawer 836
Newberry, South Carolina 29108
ATTORNEY FOR APPELLANT

RECEIVED
OCT 04 2017
SC Court of Appeals