

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM NEWBERRY COUNTY
Court of Common Pleas

RECEIVED

Samuel M. Price, Jr., Special Referee

JAN 19 2018

SC Court of Appeals

Case No. 2017-001678

Robert G. Shirey Respondent,

v.

Gwen G. Bishop,
Cassandra Robinson,
and T.D. Bank, N.A. Defendants,

of whom Gwen G. Bishop
and Cassandra Robinson are Appellants.

RECORD ON APPEAL

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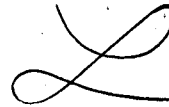
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I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Dated: 01/15/18



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STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS
THE EIGHTH JUDICIAL CIRCUIT
Civil Action No.: 2015-CP-36-00443

ROBERT G. SHIREY,)
)
Plaintiff,)

vs.)

GWEN G. BISHOP, CASSANDRA)
ROBINSON, and TD BANK, N.A.,)
)
Defendants.)

ORDER
(Including Order Of Reference)

FILED
NEWBERRY COUNTY
2017 FEB 24 AM 11 30
JACQUE S. BOATERS
CLERK

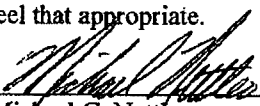
This matter was before the Court upon the call of the trial of the case. Prior to the call, the Court held a pretrial conference with all counsel in chambers. There, Plaintiff's counsel informed the Court that Plaintiff has a motion to compel critical discovery pending relating to outstanding requests to produce from both Defendant Cassandra L. Robinson and Defendant TD Bank, N.A. According to the Plaintiff's motion, Defendant Robinson has failed as required under the rules to produce a computer for inspection, and, Defendant TD Bank, N.A., has failed to produce certain bank records relating to payments made on the mortgage affecting the property which is the subject of this action. Said defendants concede the Plaintiff is entitled to this discovery. The Court signed and entered a protective order concerning the production of the bank records. In addition, counsel for Defendants Gwen G. Bishop and Robinson requested a continuance on the grounds that these defendants were unavailable to attend the trial.

As to the outstanding discovery, Defendants Robinson and TD Bank shall produce the items requested within ten (10) days of the date of this order. Defendant TD Bank shall further identify a witness who is competent to address the records produced. Should either defendant fail to produce as ordered herein, Plaintiff shall file and serve a rule to show cause as to why the delinquent defendant should not be held in contempt and otherwise sanctioned as provided by law. Counsel for the Plaintiff shall have the right to depose, by video or otherwise, the witness identified by the defendant bank before the trial scheduled herein if counsel should deem it necessary.

Concerning the request for continuance, the matter is continued until March 22, 2017 at 10am, at which time the matter shall be tried by Samuel M. Price, Jr., member of the Newberry County bar, who is hereby appointed as Special Referee to hear and determine all and every issue involved in this matter to final adjudication, and any appeal from the decision of the Special Referee shall be to the Court of Appeals or Supreme Court as appropriate; provided, however, the Special Referee shall not have authority to grant any further continuances of the trial of the case, hold any matter in abeyance or hold the record open beyond March 22, 2017. In short, this matter will be tried and the record closed on March 22, 2017. Counsel for the individual defendants, may take such depositions of his clients as he deems necessary, by video or otherwise, for purposes of use at trial should he feel that appropriate.

AND IT IS SO ORDERED.

Newberry, South Carolina
February 23, 2017


Michael G. Nettles
Presiding Judge, Court of Common Pleas
Eighth Judicial Circuit

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS
2015-CP-36-00443

Robert G. Shirey,)
Plaintiff,)
vs.)
Gwen G. Bishop, Cassandra Robinson, and)
TD Bank, N.A.,)
Defendants.)

ORDER

DATE OF TRIAL
SPECIAL REFEREE
PLAINTIFF'S ATTORNEY
DEFENDANTS' Bishop and
Robinson ATTORNEY
DEFENDANT'S TD Bank, N.A.
ATTORNEY
COURT REPORTER

March 22, 2017
Samuel M. Price, Jr.
Kyle B. Parker
William L. Pyatt
J. Martin Page
Travis McLeod

FILED
NEWBERRY COUNTY
2017 MAY 18 PM 12:00

This matter was referred to Samuel M. Price, Jr. as Special Referee to take testimony, make findings of fact and rulings as to the law. The hearing was scheduled for Wednesday, March 22, 2017, at 10:00 a.m. The hearing was held at the Law Office of Samuel M. Price, Jr., 1413 Main Street, Newberry, South Carolina 29108. Present for the hearing were Plaintiff Robert G. Shirey together with his attorney Kyle B. Parker, and Defendants Gwen G. Bishop and Cassandra Robinson together with their attorney William L. Pyatt, and attorney J. Martin Page representing defendant TD Bank, N.A.

No. 1
Sup

FACTS OF THE CASE:

1. In early 2015, Defendant Bishop contacted Plaintiff Robert G. Shirey in an effort to sell to him certain commercial property known as 2.224 acres located at 242 Power Station Road, Newberry, South Carolina, together with a storage building and a building with office space and garage space, being known as Newberry County TMS No. 294-23. The parties negotiated a price of \$125,000.00. On May 20, 2015, the parties entered into a written Contract of Sale. The Contract provided that the closing shall be held no earlier than August 3, 2015, and no later than August 12, 2015. (Exhibit 2, Paragraph 6)

2. The Contract required that Plaintiff Shirey deliver \$1,000.00 escrow money to the law firm of Pope & Hudgens. The \$1,000.00 earnest money was delivered on May 19, 2015, by way of BB&T official check number 5007524851. (Exhibit 3)

3. On August 12, 2015, Plaintiff Shirey, upon instruction of his attorney Kyle B. Parker, arrived at the office of Pope & Hudgens with a BB&T official check 5007525028 in the amount of \$122,975.92. (Exhibit 3) On August 12, 2015, Defendant Bishop was called and told that the closing would be the next day on August 13, 2015. Defendant Bishop did not object to closing on August 13, 2015.

4. Unbeknownst to plaintiff and his attorney, Defendant Bishop had entered into an earlier written Contract to sell subject property to her niece, Defendant Robinson, on April 25, 2012. This Contract had never been recorded in the office of the Clerk of Court for Newberry County. Pursuant to the April 25, 2012, Contract of Sale, Defendant Bishop agreed to sell subject property to Defendant Robinson if Defendant Robinson paid \$2,080.77 each month starting March 2012 which would be due each month until such time as the entire payment

No. 2
BMP

amount was satisfied. There would be late fees payable on monthly installments if the payment is late. This contract provided "3. **Default:** If buyer does not pay payments on the note monthly, seller has the right to declare buyer in default on this contract." (Exhibit D1) Defendant Bishop would maintain hazard insurance policy on the property until the completion of the payment plan. (Exhibit D1 Paragraph 5) All taxes on the land were to be the responsibility of Defendant Robinson. (Exhibit D1 Paragraph 6)

5. When asked about the 2012 Land Sales Contract (Exhibit D1) with Defendant Robinson, Defendant Bishop testified that she had forgotten about the Contract with Defendant Robinson (first Contract)

6. The payment records of TD Bank were submitted in evidence. A review of the payment schedule and copies of the checks would indicate the following. There was testimony from Defendant Robinson that a payment had been made prior to April 25, 2012, which is the beginning date of the report from TD Bank, N.A. but April 25, 2012, until March 13, 2015, TR Trucking made nine (9) payments. During that period, there were 16 late payments made. It appears that TR Trucking's last payment was made on December 22, 2013. The next payment was made on December 30, 2013, which was made by Defendant Bishop. She made ten (10) payments until the end of the payment history report. These records clearly provide that Defendant Robinson was serially late in making such payments that she made and never made a payment towards the mortgage after August of 2013. She was plainly, therefore, in default of any contract she claims to have with her aunt, Defendant Bishop. As such, Defendant Bishop was within her rights to enter into the Contract with Plaintiff.

7. There was testimony by the defendants that the reason Defendant Bishop continued to

No. 3
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make payments to TD Bank was because she was occupying the office and still conducting some business. This amount was agreed between the Defendant Bishop and Defendant Robinson as a reasonable amount of rental that Defendant Bishop should pay to Defendant Robinson. This testimony about a rental agreement was not supported by a written lease agreement. Nor was there testimony of when Defendant Bishop stopped using the real estate she was "renting". There was no testimony when, if ever, Defendant Robinson began making payments to TD Bank after Defendant Bishop vacated the property.

8. There was no evidence submitted to indicate the Defendant Robison was paying the Newberry County ad valorem real estate property taxes for the years 2012, 2013, 2014, 2015 or thereafter.

9. According to the payment history and copies of checks, Defendant Robinson paid a total principal, interest and late fees from April 25, 2012, until November 22, 2013, in the amount of \$41,067.44. Thereafter, commencing December 24, 2013, until July 16, 2014, payments were made by Defendant Bishop.

10. Defendant Bishop testified that someone from Mr. Parker's law office called her on August 12, 2015, and asked her to come on August 13, 2015, for the closing. Defendant Bishop stated, "I just told them, ok." (Transcript page 80, line 17) Defendant Bishop did not come to the August 13, 2015 closing. Instead, she went to Lovelace Family Clinic at 8:30 a.m. The medical notes that day indicated:

"Reported she is 'going through a lot of depression and stress right now and it just doesn't seem like anything is working'. Reported she 'feels the weight of the world is on my shoulders. Im (sic) sad all the time. I cry a lot. I cant (sic) made (sic) good decisions. I make bad decisions.' . . . Reported she is supposed to go to a closing on 08/13/15. She is requesting an excuse letter from LWP stating that

No. 4
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she does not feel well and cannot attend. She stated 'I just dont (sic) feel like going.'" (Tr. Exhibit 8)

11. It appears from the facts of the case that the telephone call on August 12, 2015, from the law office of Pope & Hudgens triggered a series of events between Defendants Bishop and Robinson which culminated in the signing of a deed from Defendant Bishop to Defendant Robinson (Tr. Exhibit 6) and the execution of a Land Sales Contract executed on August 13, 2015. (Tr. Exhibit 9)

12. In spite of Defendant Bishop's indication that she was too ill to go to the August 13, 2015 closing at Pope & Hudgens law firm, she was well enough to go to a doctor's office visit at 8:30 in the morning and request a letter excusing her from the closing and she was well enough to go to Wilson Funeral Home, Newberry, South Carolina, where she executed the deed to Defendant Robinson (Tr. Exhibit 6) and a Land Sale Contract. (Tr. Exhibit 9)

13. It is clear that Defendant Bishop suffered from some level of anxiety and depression in a sense that she had trouble making good decisions. There is no evidence that Defendant Bishop was mentally incompetent. Neither Defendant Bishop nor Defendant Robinson has alleged the incompetency of Defendant Bishop. However, Defendant Bishop was in a confidential relationship with Defendant Robinson.

14. It is clear from the testimony that in the 2012 Contract of Sale, Defendant Bishop expected Defendant Robinson to make all mortgage payments in the amount of \$2,080.77 to commence with the March 2012 payment. Failure to make payments, buyer would be in default of the contract. Any late fee for making late payments would be added to the monthly payment. It appears that according to the bank records, from April 25, 2012, until November 22, 2013,

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sup

there were 16 late payments indicated by the bank records. It is true that in her testimony, Defendant Robinson indicated that she had made a payment earlier in April or possibly in March that was not reflected on the bank records. Even with this information, however, there were 16 late payments during the time that Defendant Robinson was supposedly "buying" subject property.

15. Subject property was subject to a real estate mortgage held by TD Bank. Defendant Bishop admitted at trial that she never provided a payoff quote to Plaintiff or to his attorney as to the TD Bank mortgage. This information was readily available to Defendant Bishop because in the Deed from Defendant Bishop to Defendant Robinson the amount of the debt, to wit: \$122,939.37, was set forth on the face of the Warranty Deed dated August 13, 2015. (Tr. Exhibit 6). Because of Defendant Bishop's failure to provide the mortgage payoff information, the closing was delayed.

16. Plaintiff claims to have lost rental income in the amount of \$6000.00 per month from the date of closing to date for a total of \$108,000.00. Although Plaintiff is a very successful business man, there was no supporting testimony by real estate experts to corroborate the monthly rental value. This Court finds the loss of rental value as not substantiated by the evidence.

FINDINGS OF LAW:

1. 2012 Contract: That the Contract between Defendant Bishop and Defendant Robinson dated April 25, 2012, was not recorded in the office of the Clerk of Court for Newberry County with other land transfer documents. Plaintiff had neither actual notice nor constructive notice of this Contract. Plaintiff was an innocent bona fide purchaser in good faith.

No. 6
10

That the Contract of April 25, 2012, between Defendant Bishop and Defendant Robinson had been breached by Defendant Robinson. Although she had paid \$41,067.44 toward principal, interest and late fees, Defendant Robinson did stop making payments on the mortgage which required Defendant Bishop to make payments to the bank. It is true that Defendant Robinson indicated that Defendant Bishop's payments to TD Bank were simply rental for the use of the premises by Defendant Bishop. There was no written lease agreement. The testimony that the monthly rental payments (which were the exact amount of the mortgage payment) is not credible to the fact finder.

2. Confidential Relationship: That Defendant Bishop was in a special confidential relationship with Defendant Robinson. Testimony of both parties indicated that Defendant Bishop had faith, trust and confidence in representations made by Defendant Robinson. Both Defendants testified that there was much contact between each other, much visitation, and much talking. It is apparent that on the weekend prior to this transfer of real estate, there was some type of family dispute. Thereafter, without explaining to Plaintiff or his attorney, on the advice and counsel of Defendant Robinson, Defendant Bishop signed a deed and another contract of sale which was the direct result of counsel and advice of Defendant Robinson.

3. 2015 Contract: That Defendants Bishop and Robinson have argued that the closing was not on August 12, 2015, it violated Plaintiff's contract and he lost any rights he had under the contract. This Court makes the finding that Plaintiff's contract on May 20, 2015, provided that this matter should "close no earlier than August 3, 2015, and no later than August 12, 2015." It is clear from the testimony that the full purchase price was delivered by way of bank check on August 12, 2015. When Defendant Bishop was called from Pope and Hudgens law office to

No. 7
BHP

discuss closing the next day, that was tantamount to an extension of the contract. If the contract was not to be extended one day, then Defendant Bishop had a duty to indicate that "I'm selling it today, August 12th or I'm not selling it at all", which she did not do.

The Contract provided that the closing was to take place on or before August 12, 2015. It further provided that time was of the essence. Defendant Bishop testified that Plaintiff's only obligation under the contract was to pay the purchase price and admitted that he did so on August 12, 2015. Therefore, Plaintiff timely complied with his obligations under the contract. However, Defendant Bishop apparently contends that because she did not fulfill her obligations on August 12, 2015, she can avoid the Contract altogether. This contention is without merit. A party to a contract cannot avoid her obligations under it through her own conduct, breach or repudiation. 17A Am Jur.2d., *Contracts* § 644; see also, Retailers Service Bureau v. Smith, 165 S.C. 238, 163 S.E. 649 (1932) (holding that a party who first breaches a contract may not claim liquidated damages); Smith v. First Provident Corp., 245 S.C. 509, 141 S.E.2d 646 (1966) (holding that right to rescind contract on ground of failure of performance does not extend to party who has substantially broken the contract herself).

Moreover, even if Plaintiff had not tendered payment on August 12, any such failure would have been excused. The Contract called for Defendant Bishop to convey marketable title free and clear of all liens including the TD Bank mortgage. Defendant Bishop testified candidly at trial. She admitted that she never provided Plaintiff or his counsel with a payoff quote relating to the mortgage. In the absence of a payoff statement from TD Bank, it was impossible for Plaintiff to know whether the purchase price was sufficient to satisfy the mortgage or whether Defendant Bishop would have to contribute funds to the closing. It is settled that a party who

No. 8
JMP

precludes the other from performing under the contract cannot avail herself of such non-performance. Continental Mortgage Investors v. Quail Run Associates, 280 S.C. 409, 312 S.E.2d 272 (1984). As a result, even if Plaintiff failed to tender payment of the purchase price on August 12, 2015, the end result is the same: Defendant Bishop cannot avoid the Contract.

Finally, Defendant Bishop's conduct in agreeing to appear at the closing on August 13th, is the nail in the coffin of her attempts to avoid the Contract. Again, she freely admits that she agreed to appear at the closing on August 13th. She also admits that Plaintiff had every right to rely on her agreement. Had she insisted on the 12th, Defendant further admits she would have received payment at that time. She did not, but, instead, agreed to extend the closing to the 13th. She cannot now avoid the consequences. This is true even where the Contract is within the statute of frauds. A party who orally extends time for performance of a written contract within statute of frauds will be estopped to claim the benefit of the statute where the other party, acting in reliance on the extension, fails to exercise his rights as provided by the written contract. Florence Printing Co. v. Parnell, 178 S.C. 119, 182 S.E.2d 313 (1935). Therefore, Defendant Bishop was, and continues to be, obligated to carry out the Contract.

4. Bona Fide Purchaser: Defendant Robinson had no interest in the subject property under the alleged 2012 contract. As is shown by the mortgage payment records submitted into evidence, she was clearly in default in that she failed to make a single payment since August of 2013. In Davis v. Monteith, 289 S.C. 176, 345 S.E.2d 724 (1986), the Supreme Court held where a purchaser under a contract to purchase land fails to perform as provided in the agreement, the purchaser has "no legal right to the property."

Furthermore, where a seller enters into successive contracts on the same property, each of

No. 9
BMP

which would have been effective if it were the only contract, the purchaser under the second contract who purchases without notice of the first prevails when the first contract is voidable as the seller's entry into the second is a manifestation of her intent to avoid the first. See Restatement (First) of Contracts §173. Here, the purported 2012 contract between the defendants is subject to revocation by Defendant Bishop where it states that she could declare Defendant Robinson in default in the event she failed to make the payments as agreed. As a result, Defendant Robinson has no legal interest in the property and Defendant Bishop was within her rights to enter into the Contract with Plaintiff. By Defendant Bishop's act of entering into the 2015 Contract with Plaintiff, she de facto declared the 2012 Contract with Defendant Robinson in default and void. Defendant Bishop now has no legal excuse to avoid her obligations under the 2015 Contract.

At most, Defendant Robinson may have had an equitable right of redemption enforceable against Defendant Bishop arising from any payments made under the executory contract. However, any such equitable interest is not enforceable against Plaintiff. Generally, one who is entitled to protection as a bona fide purchaser takes the property free from any outstanding equitable interest of others. See, e.g., Robinson v. Estate of Harris, 378 S.C. 140, 662 S.E.2d 420 (Ct. App. 2008). Since a purchaser under an executory contract has only an equitable interest in the land, a subsequent grantee from the vendor will take free from such equity if such subsequent grantee is a bona fide purchaser for value without notice. 77 Am. Jur.2d, *Vendor Purchaser* § 353. Again, it is undisputed that Plaintiff had no actual or constructive knowledge of any claimed interest of Defendant Robinson. Both Defendants testified in their depositions that Plaintiff was never told about the alleged 2012 contract. The 2012 contract was not recorded, nor was it ever

No. 10
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provided to Plaintiff at any time. Consequently, Plaintiff is an innocent purchaser without notice who takes the subject property free from any claims of Defendant Robinson.

Furthermore, it cannot be disputed that Defendant Robinson knew of Plaintiff's Contract with Defendant Bishop and her inferior position prior to convincing her aunt to convey the subject property to her. Defendant Robinson testified that she could not precisely say when she learned of the Plaintiff's contract; however, it is clear that she knew about it prior to drafting and securing Defendant Bishop's signature on the aforesaid deed. She is not, therefore, under any view of the facts, a bona fide purchaser. Instead, it is Plaintiff that has the better claim to title and is entitled to the fruit of his bargain. As equity regards done what ought to be done, Defendant Bishop's aforesaid deed to Defendant Robinson in breach of her agreement with Plaintiff should be set aside.

5. Attorney's Fees and Costs: Pursuant to the 2015 Contract:

16. **General Provisions j.** In the event of any litigation between Buyer and Seller regarding this Contract, the losing party shall promptly pay the prevailing party's attorneys' fees and expenses and costs of litigation.

Plaintiff's counsel submitted an affidavit in support of Plaintiff's request for an award of these fees and costs. Taking into consideration the nature, extent, and difficulty of the services, and the time and labor devoted to the prosecution of this action, professional standing, the manner of compensation, beneficial results obtained, and customary fees charged for similar services, the sum quoted in the affidavit is a fair and reasonable fee to compensate Plaintiff's counsel for the services identified in his statement as having been performed. Accordingly, the Plaintiff is further entitled to an award of \$20,086.07 for his attorney's fees and cost as provided in the Contract.

No. 11
BAP

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Judgment is entered in favor of Plaintiff against Defendant Gwen G. Bishop in the total amount of \$20,086.07 (attorney's fees and legal costs).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that loss of rental value during the 20 months of litigation claimed by Plaintiff is denied.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED that the aforementioned deed to Defendant Robinson is hereby cancelled, set aside and declared void and of no effect. The Newberry County Clerk of Court shall delete both the Grantee and Grantor of this Deed from the indexes and mark the Deed recorded in Record Book 1841 at pages 287-289 as "Null and Void" and refer to Civil Action number 2015CP36-00443 on the face of such Deed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant TD Bank, N.A. shall provide a payoff statement to Plaintiff's counsel evidencing the total amount necessary to satisfy and/or cancel its mortgage against the subject property. Said payoff statement shall be "good through" the date which is 20 days following the date of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall, within 10 days of receiving a payoff statement from Defendant TD Bank, N.A., tender to Plaintiff's counsel the total purchase price of \$125,000, less only an amount representing the prorated portion of the ad valorem taxes assessed against the subject property as provided in the Contract. Said proration shall be made as of the date of this order and will be final and calculated utilizing the total tax assessed against the property for the previous tax year as is also set forth in the Contract.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Bishop

No. 12
DMP

shall, within 10 days of receiving a payoff statement from Defendant TD Bank, N.A., execute and deliver to Plaintiff's counsel a general warranty deed conveying the subject property to Plaintiff, along with such affidavits as may be required for the issuance of an owner's title insurance policy, as required by the Contract. Said deed shall be drafted by Plaintiff's counsel describing the subject property in the same manner as it is described in the deed whereby Defendant Bishop acquired title. Defendant Bishop shall further deliver such sums, if any, as may be necessary to satisfy her obligations under the Contract in the event the said sales proceeds are insufficient to satisfy the mortgage. Provided, if Defendant Bishop fails or refuses to execute the Deed to Plaintiff as set forth in this Order for a period of 35 days after the date of this Order, the Newberry County Clerk of Court is hereby authorized to sign such Deed transferring subject property to plaintiff. Provided further, the Newberry County Clerk of Court is authorized to sign any documents normally signed at closing such as closing statements, affidavits as may be required for the issuance of an owner's title insurance policy and the like.

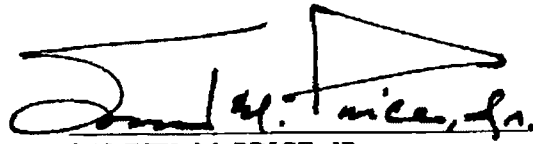
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon delivery of the deed and affidavits, Plaintiff's counsel shall pay to the order of Defendant Bishop the excess proceeds, if any, of the purchase price reduced by the ad valorem tax proration, the mortgage payoff, transfer taxes assessed (formerly known as "deed stamps") in connection with the recording of the deed, and the amounts awarded herein to Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Special Referee's fees to be paid to Samuel M. Price, Jr. in the amount of \$1,800.00 to be paid 50% (\$900.00) by Plaintiff Robert G. Shirey and 50% (\$900.00) by Defendant Gwen G. Bishop. These fees shall be paid at and from the closing of subject property. If the closing takes longer than 60 days from

No. 13
SP

the date of this Order, these fees shall be paid directly to the Law Office of Samuel M. Price, Jr.
within 65 days of the date of this Order.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Samuel M. Price, Jr.", with a stylized, sweeping flourish at the end.

SAMUEL M. PRICE, JR.
Special Referee for Newberry County

Newberry, SC
May 18th, 2017

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS
2015-CP-36-00443

Robert G. Shirey,)
Plaintiff,)
vs.)
Gwen G. Bishop, Cassandra Robinson, and)
TD Bank, N.A.,)
Defendants.)

ORDER DISMISSING
MOTION FOR RECONSIDERATION

FILED
NEWBERRY COUNTY
2017 JUL 28 PM 3:39
ELIZABETH P. FUNK
CLERK OF COURT

Defendants Gwen G. Bishop and Cassandra Robinson filed a Notice of Motion and Motion to Reconsider and Memorandum in Support of Defendants' Bishop and Robinson Motion to Dismiss dated May 31, 2017. Defendants Bishop and Robinson seek the reconsideration of the following items:

1. That the contract of sale expired on August 12, 2015.
2. That the contract between Bishop and Robinson superseded plaintiff's contract of Sale.
3. That the oral agreement between plaintiff and defendant Bishop did not extend closing date.

At the Motion hearing, attorney for defendants Bishop and Robinson argued that the contract had expired on August 12, 2015, and it must be a new contract in writing.

Tender of funds by plaintiff to plaintiff's attorney does not constitute closing.

This Court does not agree. Had defendant Bishop refused to close on the 13th when

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No. 1
[Signature]

contacted by Pope and Hudgens office, Mr. Pyatt's argument may be controlling. But since she agreed or acquiesced, Mr. Pyatt's argument is without merit.

The Bishop/Robinson contract supersedes that of plaintiff's contract. Defendant Robinson's contract with defendant Bishop was never recorded. Therefore, plaintiff had no knowledge or notice of this contract. It is argued by defendants that defendant Robinson was a bona fide purchaser in good faith. This Court would deny that. This Court would find that defendant Robinson discovered the contract between defendant Bishop and plaintiff and at the last minute, defendant Robinson took necessary steps to make sure that the property was transferred to defendant Robinson instead of plaintiff. It was argued earlier that the defendants Bishop and Robinson were not in a confidential relationship. This Court made a finding that they were in a confidential relationship. Both parties indicated that defendant Bishop had faith, trust and confidence in the representations made by defendant Robinson. Both defendants testified that there was much contact between each other, much visitation, and much talking. The facts develop that earlier defendant Bishop had entered into a contract of sale with defendant Robinson to sell subject property to her for simply the payments owed to the mortgage company. When defendant Robinson stopped making the payments, the payments were made up by defendant Bishop. The Court rightfully found that there was a confidential relationship between the two defendants.

Mr. Pyatt claims that the only person who could call defendant Robinson in default under the first contract would be defendant Bishop and defendant Bishop never did and; therefore, the Court erred in finding that the first contract with Ms. Robinson was in default. The Court properly ruled that because of her payments, many of which were in arrears during the period that

defendant Robinson was making payments, and her failure to continue to make payments in spite of defendant Bishop's testimony that by making the mortgage payment that was tantamount to paying rent to defendant Robinson; however, the rental that was paid by defendant Bishop directly to TD Bank, not first to defendant Robinson and then Robinson paying TD Bank. Mr. Parker, attorney for plaintiff, argued that the contract would expire on August 12th. The money was there on August 12th. Had defendant Bishop demanded the money on August 12th, the closing would have occurred. That defendant Bishop failed to provide plaintiff a payoff of the mortgage which she was required to do. That Mr. Parker would be unable to get the payoff of the mortgage without the consent of defendant Bishop. The fact that on August 13th, defendant Bishop went to her doctor's office and indicated she needed a doctor's excuse for not attending the closing is a clear indication that she knew and understood that she had agreed to an extension and if the writing were required by the statute of frauds, it is indicated as a result of the doctor's note which defendant Bishop requested.

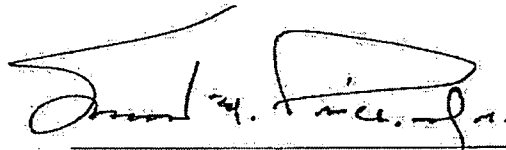
Mr. Parker also indicated that the Court's finding that plaintiff is not entitled to loss of rent on the issue of loss of rent indicated that it is the law in South Carolina that any landowner can discuss the value of his or her real estate and with that the value of rent or loss of rent.

On reply, Mr. Pyatt argues that the valid contract to enforce expired at 12 midnight on August 12, 2015. He further argued that there was no evidence that defendant Bishop was required to get a payoff and inform Mr. Parker or plaintiff. Mr. Pyatt further argued that after midnight of August 12, 2015, anything done was of no legal consequence because the contract had expired.

For the reasons set forth above, the arguments of defendants Bishop and Robinson are

dismissed. That the argument as to the ability to add rental damages for loss of rent to plaintiff is further dismissed.

IT IS SO ORDERED.



SAMUEL M. PRICE, JR.
Special Referee for Newberry County

Newberry, SC
July 28, 2017



STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS
THE EIGHTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2015-CP-36- 00443

ROBERT G. SHIREY,

Plaintiff,

GWEN G. BISHOP,

Defendant.

COMPLAINT

The Plaintiff, Robert G. Shirey, complaining of the Defendant, Gwen G. Bishop, would show unto this honorable Court and allege as follows:

1. Plaintiff is a citizen and resident of the County of Laurens, State of South Carolina, and a party to that certain Land Purchase Contract dated May 20, 2015 attached hereto as Exhibit A, and incorporated herein by reference.

2. Defendant Gwen G. Bishop is a citizen and resident of the County of Newberry, State of South Carolina, and a party to the said Land Purchase Contract dated May 20, 2015.

3. Plaintiff and Defendant entered into the said Land Purchase Contract (the "contract") on May 20, 2015, wherein and whereby the Defendant agreed to sell the Plaintiff property known as, Newberry TMS No. 294-23 (the "subject property"), and more particularly described as follows:

All that certain tract, piece, parcel or lot of land, together with any and all improvements thereon, located in Newberry County, South Carolina, containing 2.22 acres, more or less, and being more particularly shown on a plat of survey entitled "Plat Showing 2.22 Ac. Parcel and A 50' Access Right-of-Way Prepared At The Request of Duke Energy Corp. To Be Deeded to Gwen G. Bishop," dated August 23, 2000, Request No. 111789, and prepared by R. Daniel Proctor, P.L.S. No. 11068, and recorded in the Office of the Clerk of Court for Newberry County in Plat Book B182 at Page 4, said plat being incorporated herein by reference. TOGETHER, WITH a nonexclusive access easement, for purposes of ingress and egress to and from said property, over portions of that certain 50' wide strip of land described on the above referenced plat as "New 50' Access Right-of-Way for Ingress & Egress to 2.22 Ac. Parcel and Other Lands Owned by Duke Energy Corp." that are located

Page 1 of 4

within the boundaries of property currently or formerly owned by Duke Energy Corp. Additionally, Grantor herein assigns and transfers to Grantee on a nonexclusive basis Grantor's rights in that certain Agreement recorded in Book 380 at Page 134 in said Office of the Clerk of Court.

This is the identical property conveyed to Gwen G. Bishop by deed of Duke Energy Corporation (f/k/a Duke Power Corporation) dated October 3, 2000 and recorded in the office of the Clerk of Court for Newberry County in Book 548 at page 203.

4. Pursuant to the said contract, the Plaintiff was to buy and the Defendant was to sell the subject property for the total purchase price of One Hundred Twenty-Five Thousand and no/100 (\$125,000.00) Dollars. The Plaintiff has tendered the full amount called for under the contract as is shown by the documents attached hereto as Exhibit B-1 and B-2 and incorporated herein by reference.

5. According to the contract and with Defendant's consent, a closing of the transaction was scheduled to occur at the offices of Pope & Hudgens, P.A.

6. Defendant did not appear at closing. Prior to the scheduled closing, Defendant caused the "doctor's note" attached hereto as Exhibit C to be transmitted explaining that her absence was "medically advised". Since such time, Defendant has refused to communicate regarding the contract.

7. Despite the Plaintiff tendering the purchase price as required by the contract at the time and place stipulated for closing, the Defendant failed to close the transaction at such time, and now refuses to consummate the said transaction.

8. The Plaintiff has fully performed his obligations under the contract.

9. The contract provides for the award of costs and attorney's fees in the event the Defendant failed to perform her obligations under the contract.

FIRST CAUSE OF ACTION (Specific Performance)

10. That each and every allegation contained in paragraphs 1 through 9 is hereby re-alleged and restated as if fully set forth herein.

11. There exists a valid contract and agreement between the Plaintiff and the Defendant.
12. The Plaintiff has fully performed under the contract.
13. The Defendant has failed and refused to perform under the contract by executing a general warranty deed conveying marketable title to the subject property to the Plaintiff.
14. Therefore the Plaintiff is informed and believes that it is entitled to an order of this court demanding specific performance of the duties and obligations of the Defendant contained in the contract.

**SECOND CAUSE OF ACTION
(Breach of Contract)**

18. That each and every allegation contained in paragraphs 1 through 14 is hereby re-alleged and restated as if fully set forth herein.
19. The Defendant has failed and refused to perform under the contract.
20. The Defendant is without any legal excuse for such failure to perform.
21. Such failure constitutes a material breach of the contract, and the Plaintiff has been damaged as a result thereof, including its right to recover attorney's fees and costs from the Defendant.
22. Plaintiff is informed and believes that he is entitled to an award of actual, incidental, and consequential damages, plus attorney's fees and costs.

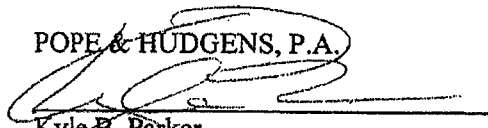
WHEREFORE the Plaintiff prays that the court inquire into this matter and issue its order as follows:

- a. Ordering the Defendant specifically perform her duties and obligations under the contract; or
- b. Awarding the Plaintiff actual, incidental, and consequential damages as appropriate; and,
- c. Awarding Plaintiff reasonable attorney's fees and costs as appropriate; and,
- c. Such other and further relief as the Court deems necessary and appropriate.

(Signature of Counsel Appears on Following Page)

Respectfully submitted,

POPE & HUDGENS, P.A.



Kyle B. Parker

P.O. Box 190

1508 College Street

Newberry, South Carolina 29108

(803) 276-2532

Attorneys for Plaintiff

August 20, 2015
Newberry, South Carolina

FILED
NEWBERRY COUNTY

2015 AUG 20 PM 4 49

SOUTH CAROLINA)
NEWBERRY COUNTY)

JACKIE S. LEE
CLERK OF COURT

LAND PURCHASE CONTRACT

THIS LAND PURCHASE CONTRACT ("Contract") is made by and between **Robert G. Shirey, or his assigns** ("Buyer"), and **Gwen G. Bishop** ("Seller"). The parties state and acknowledge as follows:

A. Seller owns certain land located in Newberry County, South Carolina, and described in **Exhibit A** attached hereto and incorporated herein (the "Land"). The Land, together with all rights, permits, privileges, licenses and easements appurtenant thereto and all vegetation and improvements located thereon, are hereinafter collectively referred to as the "Property."

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

THEREFORE, for and in consideration of the reciprocal covenants stated herein, the parties agree as follows:

1. **Conveyance.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions stated herein.

2. **Effective Date.** The "Effective Date" means the date on which all parties have signed the Contract.

3. **Purchase Price.** The purchase price of the Property (the "Purchase Price") shall be One Hundred Twenty-five Thousand and No/100 Dollars (\$125,000.00). The Purchase Price shall be payable at closing on the sale and purchase of the Property ("Closing") by delivery of cash or other immediately available funds, subject to adjustments, prorations and credits as herein provided.

4. **Earnest Money.**

a. Upon the signing of these presents, Buyer shall deposit the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Earnest Money") with Pope & Hudgens, P.A. (the Escrow Agent), to be distributed pursuant to the terms hereof.

b. If this Contract is not sooner terminated, the Earnest Money shall be applied as a credit to Buyer against the Purchase Price at Closing or as otherwise provided herein.

5. **Contingencies.** Buyer's obligation to close on the purchase of the Property under this Contract is contingent upon each and all of the following: (1) all of Seller's warranties, representations and covenants contained in this Contract shall be and remain true, correct, complete and fully performed as of the Effective Date and through Closing; (2) Seller shall be ready, willing and able to deliver good and marketable title (as defined in Section 8 below) to the



Property to Buyer, and Buyer's title insurer (the "Title Company") shall be unconditionally prepared to issue a standard ALTA owner's form title policy insuring good and marketable fee simple title to the Property with a liability limit in the amount of the Purchase Price at standard premium rates. Should any of the Contingencies not be satisfied or waived in writing by Buyer prior to Closing, then Buyer, at his option, may terminate this Contract by giving written notice to Seller, in which event, all of the Earnest Money shall be immediately refunded to Buyer.

6. Closing and Possession. Closing shall be held no earlier than August 3, 2015 and no later than August 12, 2015. Seller shall deliver possession of the Property at Closing with all benefits and burdens of ownership incidental thereto. As a condition of closing, Seller shall be responsible for removing all personal property or things not permanently affixed to the real estate or defined as the Property above from the Land unless otherwise agreed between the parties in writing.

7. Closing Costs and Prorations. Seller shall pay the state transfer tax, the cost of preparation of the deed, the cost of satisfaction of any liens on the Property, Seller's attorneys' fees and all other expenses incurred by Seller related to Closing. Buyer shall pay Buyer's attorneys' fees, the cost of any title search and the cost for preparation and issuance of an owner's title insurance policy. Ad valorem taxes on the Property for the tax year of Closing shall be prorated between Seller and Buyer as of Closing based on the latest assessment available. All such prorations are final.

8. Conveyance of Title. At Closing, Seller shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable General Warranty Deed. "Good and marketable title" shall mean fee simple title that is free and clear of all liens, encumbrances and other exceptions to title and rights of others except (a) ad valorem taxes for the year of Closing (to be prorated) and subsequent years; and, (b) utility easements and rights-of-ways of record that do not materially affect the value of the Property ("Permitted Exceptions"). At Closing, Seller shall execute an Owner's Affidavit and other affidavits, certificates and documents reasonably required by Buyer or the Title Company to deliver title as required by this Contract.

9. Inspection Period. From the Effective Date through Closing, Buyer may enter upon the Property to inspect and examine the Property and to perform whatever tests and studies of the Property that Buyer deems necessary or appropriate. Seller shall cooperate with Buyer in its entry upon and inspections, tests, examinations and studies of the Property. Buyer shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens which may be filed against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. The results of all inspections, tests, examinations and studies of the Property performed during the Inspection Period must be suitable to Buyer, in his sole discretion. Prior to the expiration of the Inspection Period, Buyer may notify Seller in writing that such results are not suitable to Buyer, and upon the delivery of such notice by Buyer, this Contract shall automatically terminate. Upon such termination, Buyer shall be entitled to an immediate refund of all Earnest Money then held by the Escrow Agent, and thereafter neither party shall have any further obligation to the other hereunder.

HB
RAB
5/20

10. Condemnation and Casualty. If prior to Closing, all or any portion of the Property is condemned or taken, or threatened to be condemned or taken, by any authority, or any portion of the Property suffers a casualty loss, Seller shall give Buyer immediate Notice thereof with a complete description of all relevant information and complete copies of all relevant documentation. Within thirty (30) days of such Notice, Buyer may elect either: (i) to terminate this Contract, in which event all of the Earnest Money shall be immediately refunded to Buyer; or (ii) to collect all awards and proceeds from any condemnation or insurance policy and keep this Contract in full force and effect, in which case Seller shall promptly execute all documents required by Buyer to assign Seller's rights therein to Buyer.

11. Seller's Warranties. Seller represents, warrants and covenants to Buyer that, as of the Effective Date, continuing through Closing:

- a. Seller has good and marketable fee simple title to the Property, free and clear of all liens, encumbrances and other matters other than the Permitted Exceptions, and Seller is in sole and exclusive possession of the Property and no person or entity claims any right of possession to all or any portion thereof;
- b. Seller has full authority to execute this Contract and convey the Property to Buyer and execute and deliver the deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction, and no other signatures are required for this Contract to be fully enforceable by Buyer;
- c. To the best of Seller's knowledge, there is no pending or threatened taking or condemnation of the Property or any portion thereof, or any action, litigation or proceeding by any organization, person or governmental agency affecting the Property or Seller;
- d. Seller has no notice or knowledge of any violation of law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use or construction thereof;
- e. The execution and delivery of this Contract and the consummation of this transaction will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which Seller is a party or by which Seller or the Property is bound, or (ii) law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use or construction thereof;
- f. To the best of Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws or any other litigation contemplated by or pending or threatened against Seller or the Property;

12. Broker Fees. Seller represents to Buyer that Seller has not employed any real estate broker, agent or finder, in connection with this Contract or this transaction. Seller hereby indemnifies and holds Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) that Buyer may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any

Handwritten:
RJB
5/20

compensation with regard to this transaction arising out of any acts or contracts of Seller. The provisions of this Section shall survive Closing or any termination of this Contract.

14. Default. If Buyer defaults in the performance of any obligation hereunder, Seller's sole and exclusive remedy shall be to terminate this Contract, whereupon Seller shall receive payment of the Earnest Money then held by the Escrow Agent as Seller's full liquidated damages (and not as a penalty) as a result of such default. If Seller defaults in the performance of any covenant or obligation hereunder, or if any of Seller's representations or warranties prove to be false, inaccurate, incomplete or misleading in any material respect, then Buyer may seek any remedy available to it at law or in equity, including the remedy of specific performance, and including the right to terminate this Contract, receive an immediate refund of all Earnest Money and sue for damages for Seller's breach.

15. Environmental Matters/Hazardous Substances. To the best of Seller's knowledge, no part of the Property has been used as a landfill or a dump for garbage, refuse, debris or organic materials or for the storage or disposal of any hazardous or toxic materials in violation of any state or federal environmental laws. Seller has no knowledge of any adverse fact relating to the physical condition of the Property, including without limitation landfills, sink holes, fault lines, other geological conditions, or adverse soil conditions.

16. General Provisions.

- a. This Contract shall be interpreted in accordance with the laws of South Carolina.
- b. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.
- c. This Contract constitutes the sole and entire agreement between the parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Contract are merged herein and shall have no further force or effect. No representations or warranties have been made by either party except as stated herein.
- d. The term "business day" shall mean Monday through Friday, excluding days on which federally-chartered or banks chartered by the state in which the Property is located are closed for business. If the day for any action under this Contract falls on a day other than a business day, the day for the action shall automatically be extended until the next business day.
- e. If any provision of this Contract shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Contract shall remain in full force and effect.
- f. It is explicitly agreed that any waiver of any provision hereof must be specifically stated in a writing delivered to the other party. Any such waiver by Buyer or Seller shall not be deemed to be a waiver of any other breach or of a subsequent breach of the same or any other term.

Handwritten initials and signature: RD, RFE, and a signature.

g. This Contract shall be binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, legal representatives and permitted assigns. Buyer may assign his rights and obligations hereunder.

h. This Contract may be executed in multiple, separate counterparts, and such counterparts shall constitute one and the same document. This Contract may not be modified or amended except by a writing signed by both Buyer and Seller. The parties' signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. In addition, either party and/or the Escrow Agent may rely upon the signature of any party delivered by any electronic transmission.

i. It is understood and agreed that this Agreement was prepared by Pope & Hudgens, P.A. in the course of its representation of Buyer.

j. In the event of any litigation between Buyer and Seller regarding this Contract, the losing party shall promptly pay the prevailing party's attorneys' fees and expenses and costs of litigation.

k. The property is being sold in an "as-is" condition.

SIGNATURES ON NEXT PAGE

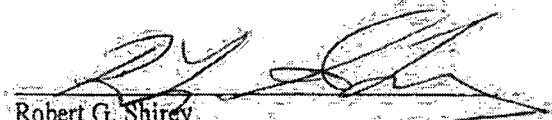
A handwritten signature in dark ink, appearing to be "P. Hudgens", is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed
on the dates shown below.

Seller:

Buyer:


Gwen G. Bishop
Date: 5-20-15


Robert G. Shirey
Date: 5-20-15

4/23
5/20

Exhibit A

All that certain piece, parcel or lot of land, together with any improvements thereon, lying and being situate in the County of Newberry, State of South Carolina, and being bound on the Northwest by lands now or formerly of Duke Power Company; on the Northeast by right of way of Power Station Road; on the Southeast and southwest by lands of Buyer, Robert G. Shirey.

TMS No. 294-23

[Handwritten signature]

BUYER'S STATEMENT

Buyer: Robert G. Shirey
Seller: Gwen G. Bishop
Settlement Agent: Pope & Hudgens, P. A.
(903)276-2532
Place of Settlement: 1508 College Street, P. O. Box 190
Newberry, SC 29108
Settlement Date: August 13, 2015
Property Location: 2.22 Acres, SC Hwy 34 & 121
Newberry, SC 29108
Newberry County, South Carolina
TMS No.: 294-23

DEBITS

Purchase Price		125,000.00
Title Insurance Binder	P&H Title Agency	100.00
Attorney's Fees	Pope & Hudgens, P. A.	550.00
Title Insurance	Old Republic National Title Insurance Company	382.50
File Post-Closing Fee	Pope & Hudgens, P. A.	20.00
Recording Fees	Newberry County Clerk of Court	10.00
Gross Amount Due From Buyer	TOTAL DEBITS	126,062.50

CREDITS

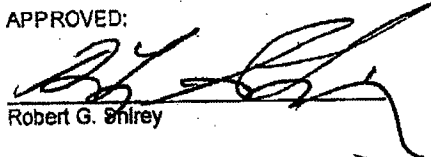
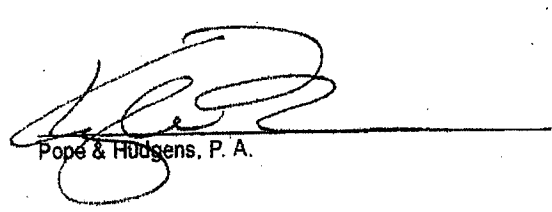
Deposit or Earnest money		1,000.00
County Taxes	01/01/15 to 08/14/15 Newberry County Tax Collector	2,085.58
Less Total Credits to Buyer	TOTAL CREDITS	3,085.58

BALANCE

From Buyer

122,976.92

APPROVED:


Robert G. Shirey
Pope & Hudgens, P. A.

FILED
NEWBERRY COUNTY
2015 AUG 20 PM 4 49
JACKIE S. DOWERS
CLERK OF COURT



(15-497 SHIREY.PFD/15-497 SHIREY/21)

OFFICIAL CHECK

M16778 K0848892

ISSUING BRANCH 8045801-NEWBERRY - MA

5007524851

DATE MAY 19, 2015

66-236/514

PAY TO THE ORDER OF ROFF & HUGGINS, P.A.

ORDER OF BB&T \$1000.00

\$ ** \$1,000.00 **

DOLLARS

BB&T

MEMO/PURCHASER EARNEST MONEY/ROBERT SHIREY

AUTHORIZED SIGNATURE

[Signature]

⑈ 5007524851 ⑈ ⑆ 051402369 ⑆ 0001019010097 ⑈

OFFICIAL CHECK

M16778 K0848892

ISSUING BRANCH 8045801-NEWBERRY - MA

5007525028

DATE AUGUST 12, 2015

66-236/514

PAY TO THE ORDER OF ROFF & HUGGINS, PA

ORDER OF BB&T \$122,976.92

\$ ** \$122,976.92 **

DOLLARS

BB&T

MEMO/PURCHASER THIS NO. 294-23

AUTHORIZED SIGNATURE

[Signature]

⑈ 5007525028 ⑈ ⑆ 051402369 ⑆ 0001019010097 ⑈

2015 AUG 20 PM 4 49
NEWBERRY
CLERK S. BOWEN
JACKIE S. BOWEN

8-2



Lovelace Family Medicine, P.A.
Our Mission since 1968
Compassionate Quality Care to the Glory of God

Highway 76
600 North Wheeler Avenue
Prosperity, SC 29127

Address all correspondence to:
P.O. Box 630
Prosperity, SC 29127

Office: (803) 364-4852
Fax: (803) 364-2014
office@lovelacefamilymedicine.com

MEDICALLY EXCUSED ABSENCE

08/13/15

Chart #

This is to confirm that Gwen Bishop is under my care 08/13/15. Please excuse her due to illness.

The patient's absence was medically advised.

Lindsay W Piersol, FNP

Records Released: ICD9 = 000.XX
Date of Records Release: 08/13/15
Name or Agency Receiving PHI: Gwen
Address Sent To: n/a
Description of PHI Sent: Medical Excuse Absence

Generated by dhr

Lindsay W Piersol, FNP

CLERK OF COURT
JACKIE S. BOWERS
2015 AUG 20 PM 4 49
NEWBERRY COUNTY
FILED



STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

ROBERT G. SHIREY,

Plaintiff,

vs.

GWEN G. BISHOP,

Defendant.

) IN THE COURT OF COMMON PLEAS

) EIGHTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-36-00443

ANSWER

TO THE PLAINTIFF ABOVE NAMED AND ITS ATTORNEY OF RECORD:

NOW COMES Defendant, Gwen G. Bishop, by and through her undersigned counsel,
and answers Plaintiff's Complaint as follows:

1.

That Defendant reserves her right herein to make any and all appropriate Motions.

2.

That all matters herein not admitted, qualified, or explained are hereby denied and strict
proof is hereby demanded thereof.

3.

That with respect to paragraph one (1), Defendant admits that Plaintiff is listed as a party
to the Land Purchase Contract ("contract"), but Defendant does not have sufficient information
to form a belief or opinion as to the remaining information.

4.

That Defendant admits the allegations of paragraphs two (2) and three (3).

5.

That with respect to paragraph four (4), Defendant admits that a contract existed between Plaintiff and Defendant, but does not have sufficient information to form a belief or opinion as to the remaining allegation and therefore denies same.

6.

That with respect to paragraph five (5), Defendant admits that the closing was scheduled to occur at the offices of Pope & Hudgens, P.A., but does not have sufficient information to form a belief or opinion as to the remaining allegation and therefore denies same.

7.

That with respect to paragraph six (6), Defendant admits that she did not appear at the closing as her absence was "medically advised" but does not have sufficient information to form a belief or opinion as to the remaining allegation and therefore denies same.

8.

That Defendant denies the allegations of paragraph seven (7).

9.

That with respect to paragraph eight (8), Defendant does not have sufficient information to form a belief or opinion as to the allegation and therefore denies same.

10.

That with respect to paragraph nine (9), Defendant does not have sufficient information to form a belief or opinion as to the allegation and therefore denies same.

11.

That Defendant denies the allegations of paragraphs ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), and twenty-two (22).

**FOR A FIRST DEFENSE
(Expired Contract)**

12.

Pursuant to the clear and unambiguous terms of paragraph six (6) of the contract, Plaintiff and Defendant agreed that the contract was for a definite duration.

13.

The closing did not occur between August 3, 2015, and August 12, 2015, thus the contract deadline expired on August 12, 2015.

14.

The contract was not modified to extend its deadline beyond August 12, 2015.

**FOR A SECOND DEFENSE
(Mental Capacity)**

15.

Defendant lacked mental capacity to enter into a contract.

16.

Defendant neither understood the terms of the Land Purchase Contract nor the magnitude of her actions.

**FOR A THIRD DEFENSE
(Duress)**

17.

Due to exigent circumstances and Defendant's close relationship with Plaintiff, Defendant felt obligated to sell her land to Plaintiff.

18.

Defendant signed the contract after realizing that she had no other reasonable alternative but to sell her land to Plaintiff.

WHEREFORE, all premises considered, having fully answered herein, Defendant hereby prays that this Honorable Court inquire into the matters herein and dismiss Plaintiff's Complaint, as well as such other and further relief this Honorable Court deems just and proper.

Dated this the 17th day of September, 2015.

Respectfully Submitted,

PYATT LAW FIRM, LLC

By: 

William L. Pyatt
Attorney for Defendant

Post Office Box 12041
Columbia, SC 29211
(803) 750-5929
(803) 750-5956 (fax)

STATE OF SOUTH CAROLINA)

VERIFICATION

COUNTY OF NEWBERRY)

PERSONALLY APPEARED BEFORE ME, the undersigned, Gwen Bishop, who being duly sworn, states:

1. That she is the Defendant in the foregoing action.
2. That she has read the attached Answer consisting of four (4) pages.
3. That the attached pleading was prepared by Defendant's attorney based upon the information the Defendant has personally furnished to said attorney.
4. That the allegations contained in the pleading are true and correct based upon the personal knowledge of the Defendant, except for those allegations which are based upon her information and belief, and to those the Defendant verily believes same to be true.
5. That the Defendant has authorized said attorney to file the attached pleading; to present same to the Court; to secure any necessary Orders based thereon; and to secure service upon the adverse party.
6. That the Defendant understands that this Verification is sworn to and given under oath.

Gwen Bishop
Gwen Bishop

SWORN TO BEFORE ME this 16th

day of September, 2015.

William L. P. Smith
Notary Public for South Carolina

My Commission Expires: 10/6/2016

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

IN THE COURT OF COMMON PLEAS
THE EIGHTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2015-CP-36-00443

ROBERT G. SHIREY,

Plaintiff,

vs.

GWEN G. BISHOP, CASSANDRA
ROBINSON, and TD BANK, N.A.,

Defendants.

AMENDED
COMPLAINT

FILED
NEWBERRY CO. SC
2016 FEB 16 PM 4 00
JACQUELINE S. BRYAN
CLERK

The Plaintiff, Robert G. Shirey, complaining of the above named defendants, would show unto this honorable Court and allege as follows:

1. Plaintiff is a citizen and resident of the County of Laurens, State of South Carolina, and a party to that certain Land Purchase Contract dated May 20, 2015 attached hereto as Exhibit A, and incorporated herein by reference.

2. Defendant Gwen G. Bishop is a citizen and resident of the County of Newberry, State of South Carolina, and a party to the said Land Purchase Contract dated May 20, 2015.

3. Defendant Cassandra Robinson is, upon information and belief, a citizen and resident of the County of Berkley, State of South Carolina, and is made a party to this action by virtue of any interest in the property hereinafter described she may claim as a result of the deed recorded in the Office of the Clerk of Court for Newberry County in Book 1841 at Page 287.

4. Defendant TD Bank, N.A. is a banking corporation doing business in the County of Newberry, State of South Carolina, and is made a party to this action by virtue of its mortgage encumbering the property described herein below as reflected in the records of the Clerk of Court for Newberry County.

5. Plaintiff and Defendant Bishop entered into the said Land Purchase Contract (the

"contract") on May 20, 2015, wherein and whereby the Defendant Bishop agreed to sell the Plaintiff property known as Newberry TMS No. 294-23 (the "subject property"), and more particularly described as follows:

All that certain tract, piece, parcel or lot of land, together with any and all improvements thereon, located in Newberry County, South Carolina, containing 2.22 acres, more or less, and being more particularly shown on a plat of survey entitled "Plat Showing 2.22 Ac. Parcel and A 50' Access Right-of-Way Prepared At The Request of Duke Energy Corp. To Be Deeded to Gwen G. Bishop," dated August 23, 2000, Request No. 111789, and prepared by R. Daniel Proctor, P.L.S. No. 11068, and recorded in the Office of the Clerk of Court for Newberry County in Plat Book B182 at Page 4, said plat being incorporated herein by reference. TOGETHER, WITH a nonexclusive access easement, for purposes of ingress and egress to and from said property, over portions of that certain 50' wide strip of land described on the above referenced plat as "New 50' Access Right-of-Way for Ingress & Egress to 2.22 Ac. Parcel and Other Lands Owned by Duke Energy Corp." that are located within the boundaries of property currently or formerly owned by Duke Energy Corp. Additionally, Grantor herein assigns and transfers to Grantee on a nonexclusive basis Grantor's rights in that certain Agreement recorded in Book 380 at Page 134 in said Office of the Clerk of Court.

This is the identical property conveyed to Gwen G. Bishop by deed of Duke Energy Corporation (f/k/a Duke Power Corporation) dated October 3, 2000 and recorded in the office of the Clerk of Court for Newberry County in Book 548 at page 203.

6. Pursuant to the said contract, the Plaintiff was to buy and the Defendant Bishop was to sell the subject property for the total purchase price of One Hundred Twenty-Five Thousand and no/100 (\$125,000.00) Dollars. The Plaintiff has tendered the full amount called for under the contract as is shown by the documents attached hereto as Exhibit B-1 and B-2 and incorporated herein by reference.

7. According to the contract and with Defendant Bishop's consent, a closing of the transaction was scheduled to occur at the offices of Pope & Hudgens, P.A.

8. Defendant Bishop did not appear at closing. Prior to the scheduled closing, Defendant Bishop caused the "doctor's note" attached hereto as Exhibit C to be transmitted explaining that her absence was "medically advised". Since such time, Defendant Bishop has refused to communicate regarding the contract.

9. Despite the Plaintiff tendering the purchase price as required by the contract at the time and place stipulated for closing, the Defendant Bishop failed to close the transaction at such time, and now refuses to consummate the said transaction.

10. The Plaintiff has fully performed his obligations under the contract.

11. Defendant Bishop, on the very day her "doctor's note" claimed that her absence from the closing was "medically advised", executed the said deed purportedly conveying the subject property to Defendant Robinson in breach of her obligations under the contract as is reflected in the attached Exhibit D which is incorporated herein by reference.

12. The contract provides for the award of costs and attorney's fees in the event the Defendant Bishop failed to perform her obligations under the contract.

FIRST CAUSE OF ACTION
(Declaratory Judgment/Equitable Relief/Specific Performance)

13. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged and restated as if fully set forth herein.

14. Defendant Bishop's purported conveyance of the subject property, for no consideration to Defendant Robinson was in degradation of the Plaintiff's prior equitable rights evidenced by the contract.

15. Defendant Bishop's purported conveyance to Defendant Robinson does not operate to defeat the Plaintiff's rights in the subject property, and any title Defendant Robinson may claim is subject to Plaintiff's said rights.

16. Plaintiff is informed and believes that he is entitled to a declaration, pursuant to S.C. Code § 15-53-10, et seq., that Defendant Bishop's purported conveyance does not operate to defeat the Plaintiff's rights and any title claimed by Defendant Robinson may claim is subject to the Plaintiff's said rights.

17. Plaintiff is further informed and believes that he is entitled to an order of this Court setting aside Defendant Bishop's purported conveyance to Defendant Robinson.

18. There exists a valid contract and agreement between the Plaintiff and Defendant Bishop.

19. The Plaintiff has fully performed under the contract.

20. Defendant Bishop has failed and refused to perform under the contract by executing a general warranty deed conveying marketable title to the subject property to the Plaintiff.

21. Therefore the Plaintiff is further informed and believes that it is entitled to an order of this court demanding specific performance of the duties and obligations of the Defendant Bishop contained in the contract.

**FOR A SECOND CAUSE OF ACTION
(In the Alternative, Breach of Contract)**

22. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged and restated as if fully set forth herein.

23. Defendant Bishop has failed and refused to perform under the contract.

24. Defendant Bishop is without any legal excuse for such failure to perform.

25. Such failure constitutes a material breach of the contract, and the Plaintiff has been damaged as a result thereof, including its right to recover attorney's fees and costs from the Defendant.

26. Plaintiff is informed and believes that he is entitled to an award against Defendant Bishop of actual, incidental, and consequential damages, plus attorney's fees and costs.

**FOR A THIRD CAUSE OF ACTION
(In the Alternative, Civil Conspiracy)**

27. Each and every allegation contained in the foregoing paragraphs is hereby re-alleged and restated as if fully set forth herein.

28. At the very time appointed for the closing of the sale of the subject property to the Plaintiff, Defendant Bishop and Defendant Robinson, together, participated in the purported execution, delivery, and the acceptance thereof in connection with the deed attached as Exhibit D.

29. Defendant Bishop and Defendant Robinson conspired in this effort to deprive the

Plaintiff of his rights under the said contract, including but not limited to, the right to title to and possession of the subject property.

30. The actions of Defendant Bishop and Defendant Robinson have caused the Plaintiff special damages, including, but not limited to, the loss of the use of the subject property and the rents and profits therefrom.

31. The actions of Defendant Bishop and Defendant Robinson were further in reckless disregard for the rights of the Plaintiff entitling him to punitive damages.

32. As a result, the Plaintiff is entitled to an award of actual, special, and punitive damages against Defendants Bishop and Robinson jointly and severally.

WHEREFORE the Plaintiff prays that the court inquire into the matter and issue its order as follows:

- a. Declaring that Defendant Bishop's purported conveyance does not operate to defeat the Plaintiff's rights and any title claimed by Defendant Robinson may claim is subject to the Plaintiff's said rights; and,
- b. Setting aside Defendant Bishop's purported conveyance to Defendant Robinson; and,
- c. Ordering the Defendant specifically perform her duties and obligations under the contract; or
- d. Awarding the Plaintiff actual, incidental, and consequential damages as appropriate; and,
- e. Awarding Plaintiff reasonable attorney's fees and costs as appropriate; and, Awarding Plaintiff his actual, special, and punitive damages against Defendants Bishop and Robinson jointly and severally; and,
- f. Such other and further relief as the Court deems necessary and appropriate.

Respectfully submitted,

POPE & HUDGENS, P.A.


Kyle B. Parker
P.O. Box 190
1508 College Street
Newberry, South Carolina 29108
(803) 276-2532
Attorneys for Plaintiff

February 16, 2016
Newberry, South Carolina

Page 5 of 5

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

Robert G. Shirey

Plaintiff,

vs.

Gwen G. Bishop, Cassandra Robinson,
and TD Bank, N.A.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2015-CP-36-00443

ANSWER OF TD BANK, N.A.

BCP No.: L16-47345

TD Bank, N.A. (hereinafter "*TD Bank*"), by and through its undersigned counsel answers and responds to the Amended Complaint filed by Plaintiff, Robert G. Shirey, (hereinafter "*Plaintiff*") as follows:

1. Each and every allegation of the Amended Complaint not hereinafter specifically admitted, explained or qualified is denied and strict proof demanded thereof.
2. Denied to the extent that the allegations of Paragraph 1 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 1 of the Amended Complaint.
3. Denied to the extent that the allegations of Paragraph 2 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 2 of the Amended Complaint.

4. Denied. TD Bank, lacks sufficient information to admit or deny the allegations of Paragraph 3 of the Amended Complaint.
5. Denied, except TD Bank admits only the allegations contained in Paragraph 4 of the Amended Complaint that it is a national banking association and that it is the holder of a mortgage encumbering the property described in the Plaintiff's Lis Pendens.
6. Denied to the extent that the allegations of Paragraph 5 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 5 of the Amended Complaint.
7. Denied to the extent that the allegations of Paragraph 6 of the Amended Complaint refer to documents that speak for themselves, and otherwise denied because TD Bank, lacks sufficient information to admit or deny the allegations of Paragraph 6 of the Amended Complaint.
8. Denied to the extent that the allegations of Paragraph 7 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 7 of the Amended Complaint.
9. Denied to the extent that the allegations of Paragraph 8 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 8 of the Amended Complaint.

10. Denied. TD Bank, lacks sufficient information to admit or deny the allegations of Paragraph 9 of the Amended Complaint.

11. Denied as a legal conclusion and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 10 of the Amended Complaint.

12. Denied as a legal conclusion and to the extent that the allegations of Paragraph 11 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 11 of the Amended Complaint.

13. Denied as a legal conclusion and to the extent that the allegations of Paragraph 12 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 12 of the Amended Complaint.

FIRST CAUSE OF ACTION

(Declaratory Judgment/Equitable Relief/ Specific Performance)

14. TD Bank incorporates and re-alleges the preceding responses as if set forth in full herein.

15. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 14 of the Amended Complaint.

16. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 15 of the Amended Complaint.

17. Admitted only that Plaintiff purports to bring this action pursuant to S.C. Code Ann. § 15-53-10, et seq. Except as expressly admitted, TD Bank denies the allegations

of Paragraph 16 of the Amended Complaint as legal conclusions and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 16 of the Amended Complaint.

18. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 17 of the Amended Complaint.

19. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 18 of the Amended Complaint.

20. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 19 of the Amended Complaint.

21. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 20 of the Amended Complaint.

22. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 21 of the Amended Complaint.

SECOND CAUSE OF ACTION
(In the Alternative, Breach of Contract)

23. TD Bank incorporates and re-alleges the preceding responses as if set forth in full herein.

24. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 23 of the Amended Complaint.

25. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 24 of the Amended Complaint.

26. Denied as legal conclusions and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 25 of the Amended Complaint.

27. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 26 of the Amended Complaint.

THIRD CAUSE OF ACTION
(In the Alternative, Civil Conspiracy)

28. TD Bank incorporates and re-alleges the preceding responses as if set forth in full herein.

29. Denied as a legal conclusion and to the extent that the allegations of Paragraph 28 of the Amended Complaint refer to a document that speaks for itself, and otherwise denied because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 28 of the Amended Complaint.

30. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 29 of the Amended Complaint.

31. Denied as legal conclusions and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 30 of the Amended Complaint.

32. Denied as a legal conclusion and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 31 of the Amended Complaint.

33. Denied as legal conclusions and because TD Bank lacks sufficient information to admit or deny the allegations of Paragraph 32 of the Amended Complaint.

**FOR A SECOND DEFENSE BY WAY OF
AFFIRMATIVE DEFENSE**

34. TD Bank repeats the responses in the preceding paragraph of this Answer as if restated herein verbatim.

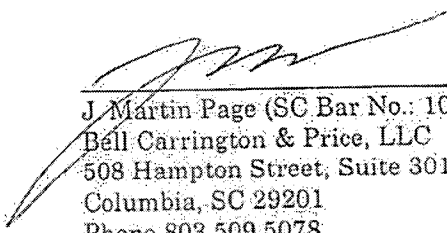
35. TD Bank holds a mortgage on the subject property a copy of which is attached as *Exhibit A* hereto (hereinafter "*Mortgage*").

36. TD Bank is informed and believes the Mortgage constitutes a valid first lien on the subject property.

37. Any interest the Plaintiff holds in the subject property by virtue of the Land Purchase Contract is junior and subordinate to the Mortgage. Further, any recovery by the Plaintiff in this action should not impair or alter the interest of TD Bank in the subject property.

WHEREFORE, Defendant TD Bank, N.A. prays that this Honorable Court:

1. That Plaintiff have and recover nothing from TD Bank;
2. That any judgment Plaintiff might recover from other defendants be subject to the first mortgage lien held by TD Bank on the property at issue in this lawsuit; and
3. That TD Bank be granted such other and further relief as the court deems just and proper.


J. Martin Page (SC Bar No.: 100200)
Bell Carrington & Price, LLC
508 Hampton Street, Suite 301
Columbia, SC 29201
Phone 803.509.5078
Attorneys for TD Bank, N.A.

April 7, 2016

10. Defendant denies the allegations contained in paragraph 10 of the Amended Complaint.

11. Defendant admits so much of paragraph 11 of the Amended Complaint as it alleges that Defendant's absence from the closing was medically advised but denies the remaining allegations.

12. Defendant admits so much of paragraph 12 of the Amended Complaint as it alleges that the contract provides for the award of costs and attorney's fees but denies that Plaintiff is entitled to costs and attorney's fees.

FIRST CAUSE OF ACTION
(Declaratory Judgment/Equitable Relief/Specific Performance)

13. Defendant incorporates and re-alleges the preceding responses as if set forth in full herein.

14. Defendant denies the allegations contained in paragraph 14 of the Amended Complaint.

15. Defendant denies the allegations contained in paragraph 15 of the Amended Complaint.

16. Defendant admits that Plaintiff purports to bring this action pursuant to S.C. Code Ann. § 15-53-10, et seq., but denies the remaining allegations contained in paragraph 16 of the Amended Complaint.

17. Defendant denies the allegations contained in paragraph 17 of the Amended Complaint.

18. Defendant denies the allegations contained in paragraph 18 of the Amended Complaint.

19. Defendant denies the allegations contained in paragraph 19 of the Amended Complaint.

20. Defendant denies the allegations contained in paragraph 20 of the Amended Complaint.

21. Defendant denies the allegations contained in paragraph 21 of the Amended Complaint.

SECOND CAUSE OF ACTION
(In the Alternative, Breach of Contract)

22. Defendant incorporates and re-alleges the preceding responses as if set forth in full herein.

23. Defendant denies the allegations contained in paragraph 23 of the Amended Complaint.

24. Defendant denies the allegations contained in paragraph 24 of the Amended Complaint.

25. Defendant denies the allegations contained in paragraph 25 of the Amended Complaint.

26. Defendant denies the allegations contained in paragraph 26 of the Amended Complaint.

THIRD CAUSE OF ACTION
(In the Alternative, Civil Conspiracy)

27. Defendant incorporates and re-alleges the preceding responses as if set forth in full herein.

28. Defendant denies the allegations contained in paragraph 28 of the Amended Complaint.

29. Defendant denies the allegations contained in paragraph 29 of the Amended Complaint.

30. Defendant denies the allegations contained in paragraph 30 of the Amended Complaint.

31. Defendant denies the allegations contained in paragraph 31 of the Amended Complaint.

32. Defendant denies the allegations contained in paragraph 32 of the Amended Complaint.

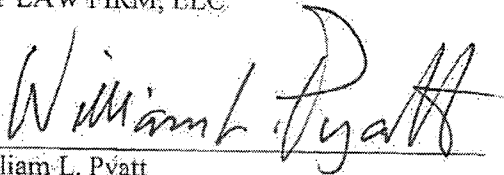
WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss all causes of action in the Amended Complaint and enter judgment in favor of Defendant.

Dated this the 25th day of April, 2016.

Respectfully Submitted,

PYATT LAW FIRM, LLC

By:


William L. Pyatt

Attorney for Defendant Cassandra Robinson

Post Office Box 534
Newberry, SC 29108
(803) 276-1118
(803) 276-6922 (fax)

STATE OF SOUTH CAROLINA
COUNTY OF NEWBERRY

) IN THE COURT OF COMMON PLEAS
) THE EIGHTH JUDICIAL CIRCUIT
)
)

Robert G. Shirey

) Civil Action No.: 2015-CP-36-00443
)
)
)

Plaintiff,

vs.

Gwen G. Bishop, Cassandra Robinson,
and TD Bank, N.A.,

Defendants.

Defendant Gwen G. Bishop's Amended Answer

Defendant Gwen G. Bishop responds as follows to the allegations in Plaintiff's Amended Complaint.

1. Defendant admits upon information and belief the allegations contained in paragraph 1 of the Amended Complaint.
2. Defendant admits the allegations contained in paragraph 2 of the Amended Complaint.
3. Defendant admits the allegations contained in paragraph 3 of the Amended Complaint.
4. Defendant admits the allegations contained in paragraph 4 of the Amended Complaint.
5. Defendant admits the allegations contained in paragraph 5 of the Amended Complaint.
6. Defendant admits the allegations contained in the first sentence of paragraph 6 but denies the allegations contained in the second sentence of paragraph 6 of the Amended Complaint.
7. Defendant denies the allegations contained in paragraph 7 of the Amended Complaint.
8. Defendant admits the allegations contained in paragraph 8 of the Amended Complaint.
9. Defendant denies the allegations contained in paragraph 9 of the Amended Complaint.

10. Defendant denies the allegations contained in paragraph 10 of the Amended Complaint.

11. Defendant admits so much of paragraph 11 of the Amended Complaint as it alleges that Defendant's absence from the closing was medically advised but denies the remaining allegations.

12. Defendant admits so much of paragraph 12 of the Amended Complaint as it alleges that the contract provides for the award of costs and attorney's fees but denies that Plaintiff is entitled to costs and attorney's fees.

FIRST CAUSE OF ACTION
(Declaratory Judgment/Equitable Relief/Specific Performance)

13. Defendant incorporates and re-alleges the preceding responses as if set forth in full herein.

14. Defendant denies the allegations contained in paragraph 14 of the Amended Complaint.

15. Defendant denies the allegations contained in paragraph 15 of the Amended Complaint.

16. Defendant admits that Plaintiff purports to bring this action pursuant to S.C. Code Ann. § 15-53-10, et seq., but denies the remaining allegations contained in paragraph 16 of the Amended Complaint.

17. Defendant denies the allegations contained in paragraph 17 of the Amended Complaint.

18. Defendant denies the allegations contained in paragraph 18 of the Amended Complaint.

19. Defendant denies the allegations contained in paragraph 19 of the Amended Complaint.

20. Defendant denies the allegations contained in paragraph 20 of the Amended Complaint.

21. Defendant denies the allegations contained in paragraph 21 of the Amended Complaint.

SECOND CAUSE OF ACTION
(In the Alternative, Breach of Contract)

22. Defendant incorporates and re-alleges the preceding responses as if set forth in full herein.

23. Defendant denies the allegations contained in paragraph 23 of the Amended Complaint.

24. Defendant denies the allegations contained in paragraph 24 of the Amended Complaint.

25. Defendant denies the allegations contained in paragraph 25 of the Amended Complaint.

26. Defendant denies the allegations contained in paragraph 26 of the Amended Complaint.

THIRD CAUSE OF ACTION
(In the Alternative, Civil Conspiracy)

27. Defendant incorporates and re-alleges the preceding responses as if set forth in full herein.

28. Defendant denies the allegations contained in paragraph 28 of the Amended Complaint.

29. Defendant denies the allegations contained in paragraph 29 of the Amended Complaint.

30. Defendant denies the allegations contained in paragraph 30 of the Amended Complaint.

31. Defendant denies the allegations contained in paragraph 31 of the Amended Complaint.

32. Defendant denies the allegations contained in paragraph 32 of the Amended Complaint.

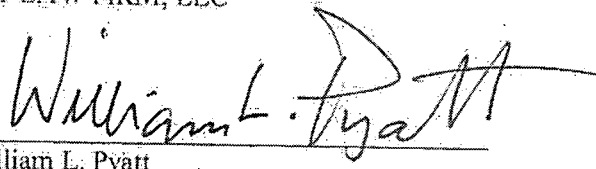
WHEREFORE, Defendant respectfully requests that this Honorable Court dismiss all causes of action in the Amended Complaint and enter judgment in favor of Defendant.

Dated this the 25th day of April, 2016.

Respectfully Submitted,

PYATT LAW FIRM, LLC

By:


William L. Pyatt

Attorney for Defendant Gwen G. Bishop

Post Office Box 534
Newberry, SC 29108
(803) 276-1118
(803) 276-6922 (fax)

Transcript of the Testimony of
GWEN G. BISHOP

Date: August 11, 2016



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
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1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
 2 COUNTY OF NEWBERRY) C/A #: 2015-CP-36-00443
 3 Robert G. Shirey,)
 4 Plaintiff,)
 5 v.)
 6 Gwen G. Bishop, Cassandra)
 7 Robinson and T.D. Bank, N.A.,)
 8 Defendants.)

DEPOSITION OF
 GWEN G. BISHOP

Thursday, August 11, 2016
 2:14 p.m. - 3:52 p.m.

The deposition of GWEN G. BISHOP, taken on behalf of the Plaintiff at the law offices of POPE AND HUDGENS, P.A., 1508 College Street, Newberry, South Carolina, on the 11th day of August, 2016 before Carla S. Dominick, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

Page 3

STIPULATIONS

- 1
 2
 3
 4 It is stipulated and agreed that this
 5 deposition is being taken pursuant to the South
 6 Carolina Rules of Civil Procedure.
 7
 8 It is stipulated by and between counsel and the
 9 witness that the reading and signing of the following
 10 deposition be, and the same are, hereby not waived.
 11 Signature sheet is attached at page 73.

Page 2

1 APPEARANCES
 2 Kyle B. Parker, Esquire
 3 POPE AND HUDGENS, P.A.
 4 1508 College Street
 5 Newberry, South Carolina 29108
 6 Attorney for the Plaintiff
 7 kparker@popeandhudgets.com

8 William L. Pyatt, Esquire
 9 PYATT LAW FIRM, LLC
 10 1303 Main Street, Suite 407
 11 Newberry, South Carolina 29108
 12 Attorney for the Defendants
 13 wpyattlaw@pyattlawfirm.com

14 ALSO PRESENT:
 15 Robert G. Shirey, Plaintiff

16 INDEX PAGE:
 17 MS. BISHOP: EXAMINATION..... 3
 18 MR. PARKER: EXAMINATION..... 70
 19 MR. PYATT: EXAMINATION..... 70
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22 EXHIBITS
 23 Plaintiff's Exhibit Number One..... 9
 24 (Progress Notes for Ms. Bishop from
 25 Dr. Lovelace; dtd 8/13/15)
 Plaintiff's Exhibit Number Two..... 13
 (Copies of checks to Pope & Hudgens;
 dtd 5/19/15 & 8/12/15)
 Plaintiff's Exhibit Number Three..... 23
 (Def.'s Response to Pl.'s First Set Of
 Request For Production; dtd 10/22/15)
 Plaintiff's Exhibit Number Four..... 49
 (Medical Excuse for Ms. Bishop from Lindsey
 Pierson, FNP; dtd 8/13/16)
 Plaintiff's Exhibit Number Five..... 60
 (Photographs of property at 242 Power
 Station Road, Newberry, SC)

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- 1 GWEN G. BISHOP, having been duly sworn, deposes and
 2 testifies as follows:
 3 MS. BISHOP - EXAMINATION BY MR. PARKER:
 4 Q: Well, Ms. Bishop, have you ever given a
 5 deposition before?
 6 A: Yes.
 7 Q: Okay. Well, this isn't going to be any
 8 different from the last one you gave. It's not
 9 anything where I'm trying to trip you up or --
 10 or head shake you or -- or anything like that.
 11 I'm just trying to get your side of the story
 12 and so if I ask a question and you don't
 13 understand it, then ask me to say it again or
 14 say it differently, and I'll be glad to do
 15 that. And if you need to take a break or
 16 anything, just let us all know. We'll be happy
 17 to let you do that. And now that the
 18 deposition has started, I'm sure Mr. Pyatt has
 19 talked to you about the rule that says that
 20 because it's started, you can't talk to him
 21 anymore about your testimony. So if we take a
 22 break, you can talk to him about, you know, the
 23 Olympics or the weather or whatever, but you
 24 can't talk to him about your testimony. Do you
 25 understand that?

1 (Pages 1 to 4)

Page 5	Page 7
1 A: (Nods head affirmatively.) 2 MADAME COURT REPORTER: And if you can make speaking 3 ... 4 Q: Oh, yes, I'm sorry. Instead of nodding, if you 5 would just verbalize yes or no, that kind of 6 thing. 7 A: Okay. 8 Q: And -- and we usually do it at the end, but Mr. 9 Pyatt is used to me telling you at the 10 beginning that you have a right to, after the 11 deposition is done, to get the transcript of 12 the deposition from the court reporter and read 13 it to make sure it's right and then -- and have 14 that right to do that or not, and it's up to 15 you. It's a personal decision whether you want 16 to exercise your right in that regard and I 17 encourage you to talk to Mr. Pyatt about it, 18 but again, you -- you don't have to say whether 19 you want to do that now, but I'm just telling 20 you about it, okay? 21 A: (No response). 22 Q: Ms. Bishop, where do you live? 23 A: 870 Quaker Road, Newberry, South Carolina. 24 Q: Okay. And where did you grow up? 25 A: In Newberry.	1 with your husband? 2 A: Yes. 3 Q: Okay. And how long did you do that? 4 A: Over 30 years. 5 Q: Okay. And when did -- you -- you told me that 6 you're widowed. When did your husband pass? 7 A: James passed November 12, 2010. 8 Q: 2010. Okay. Now, Ms. Bishop, you and I know 9 each other, not well, but we've -- we've had 10 dealings before, and from that, I understand 11 that over the last few years, you've been 12 through some hard times? 13 A: Yes. 14 Q: I mean, you had the passing of your husband. 15 A: I did. 16 Q: And there was also an issue with one of your 17 sons, is that right? 18 A: Yes. 19 Q: Okay. And I believe that your son, when he 20 passed, that hasn't been too long ago, has it? 21 A: 2013. 22 Q: Yeah. And that was sort of out of the blue, 23 was it not? 24 A: Yes. 25 Q: Okay. And so with all of that you -- you've
Page 6	Page 8
1 Q: Okay. Are you married? 2 A: Widow. 3 Q: Okay. And do you have any children? 4 A: I do. 5 Q: Okay. How many children do you have? 6 A: Three, two living. 7 Q: Okay. Now what -- well, let me back up. Do -- 8 do you have any other family in Newberry? 9 A: I do. 10 Q: Okay. What are their last names? 11 A: My father's last name is Garris. My mother's 12 are Boozers. 13 Q: Okay. Any other family names out there in 14 Newberry? 15 A: I mean, there are a lot more family. I just 16 don't know the last names. 17 Q: I got you. 18 A: Many family. 19 Q: I understand. What -- what do you do for a 20 living Ms. Bishop? 21 A: Right now I'm on disability. 22 Q: Okay. When you last worked, what were you 23 doing? 24 A: I was in grave digging and bury vault business. 25 Q: Okay. And that was a business that you had	1 experienced some, and rightfully so, some 2 depression and anxiety and that kind of thing, 3 is that right? 4 A: Yes. 5 Q: Okay. How long have you been dealing with that 6 kind of issue, the depression and anxiety? 7 A: For the last past -- I guess, I've been 8 diagnosed with depression and anxiety for 9 years. 10 Q: Okay. Well, has it gotten worse since your 11 husband passed? 12 A: Yes, oh, yes. 13 Q: And I'm sure that your son passing didn't help 14 matters much? 15 A: It did not. 16 Q: And when your husband passed, the -- the 17 business, was it ongoing at the time? 18 A: Yes. 19 Q: Okay. And -- and what happened with the 20 business after he passed? 21 A: I kept running it. 22 Q: Okay. And you were running it by yourself 23 then? 24 A: Yes. 25 Q: Okay. I'm sure that put a lot of stress on

2 (Pages 5 to 8)

Page 9 1 you, right? 2 A: It did. 3 Q: Okay. And you saw -- you've seen doctors and 4 all, you know, to -- to help you with that, is 5 that right? 6 A: Yes. 7 Q: Okay. Now you know that as a part of this 8 proceeding, we sent a subpoena to Dr. 9 Lovelace's office to get a copy of your medical 10 records, were you aware of that? 11 A: No. 12 Q: Okay. But in any event, I mean, it -- it's 13 fair to say that you've really had a hard time 14 in the last few years -- 15 A: Yes. 16 Q: -- particularly since 2013, is that right? 17 A: Yes. 18 (Plaintiff's Exhibit Number One was marked for 19 identification purposes.) 20 Q: Okay. I'm going to show you -- yeah, that 21 would be good -- a document that's been labeled 22 Plaintiff's Exhibit One for your deposition and 23 if you would, I'm going to circle the part that 24 I want you to take a look at, but before we get 25 to that, I want you to take a look at it. I'll	Page 11 1 at a closing on 8/13/2015, right? 2 A: Yes. 3 Q: Okay. And then you told them that you wanted 4 them to give you an -- an excuse letter because 5 you just didn't feel like going? 6 A: I did. 7 Q: Okay. And because you weren't feeling well? 8 A: I was not. 9 Q: Okay. Now you -- you told them that you were 10 supposed to go to a closing on 8/13/2015, 11 because you agree to appear at a closing on 12 8/13/2015, right? 13 A: That's correct. 14 Q: Okay. So you -- and that -- and -- and you had 15 agreed to be -- be there on August 13, but you 16 just didn't feel well, and didn't feel like 17 going, right? 18 A: Correct. 19 Q: Okay. And now you -- give me a second. Okay. 20 Now part of your medical record -- medical 21 records that -- that Dr. Lovelace provided 22 shows where, in talking with them, you talked 23 with them about your -- I think there's mention 24 of your seeing a program by Joel Osteen and how 25 that made you feel better and you hung on to
Page 10 1 represent to you that this is a part of your 2 medical chart from Dr. Lovelace's office. Can 3 you tell by looking at the top there, right 4 under progress notes, what date this record is 5 from? 6 A: 8/13. 7 Q: Of 2015? 8 A: Yes. 9 Q: And what time was it? 10 A: 8:30 a.m. 11 Q: Okay. Now down at the bottom, you will see 12 where I have placed what looks like 13 parentheses around a few sentences there at 14 the bottom. 15 A: Uh-huh (affirmative response). 16 Q: Would you read those sentences for me? 17 A: Reported she is supposed to go to closing on 18 8/13/15. She is requesting an excuse letter 19 from LWP stating that she does not feel well 20 and cannot attend. She stated, I'm just don't 21 feel like going. 22 Q: Okay. And did you tell the folks at Dr. 23 Lovelace's office those things? 24 A: I did. 25 Q: Okay. So you told them you were supposed to be	Page 12 1 the message of that -- that program, and Joel 2 Osteen is a -- is a pastor, is that right? 3 A: Yes. 4 Q: Okay. Do you remember telling the people at 5 Dr. Lovelace's office something about that? 6 A: No. 7 Q: Okay. But in any case, is it fair to say that 8 -- that you are a Godfearing woman, right? 9 A: Yes. 10 Q: Okay. And as -- as a Godfearing woman, you -- 11 you're supposed to live up to your word, right? 12 A: Yes. 13 Q: Okay. And so when you agreed to come to the 14 closing on the 13th with Mr. Shirey, he had a 15 right to rely on what you said, right? 16 A: Yes. 17 Q: Okay. Let's see. Okay. I'm going to show you 18 what is labeled Plaintiff's Exhibit Five from 19 Ms. Robinson's deposition. When you have a 20 chance to look -- take a look at it and tell me 21 what it is? 22 A: A land purchase contract. 23 Q: I'm sorry, did you say ... 24 A: A land purchase contract. 25 Q: Okay. All right. Is that contract between you

3 (Pages 9 to 12)

Page 13	Page 15
1 and Mr. Shirey? 2 A: Yes. 3 Q: Okay. Do you remember whether you approached 4 Bob or -- or Bob -- Mr. Shirey or he approached 5 you about selling that piece of property? 6 A: I approached him. 7 Q: Okay. And just give me a second. 8 (Off the Record) 9 Q: Sorry. Okay. Now in the agreement that you 10 came to with Mr. Shirey, you would admit that 11 his only obligation was to show up with some 12 money, is that right, to pay the purchase 13 price? In other words, what -- what else other 14 -- other than pay the purchase price did Mr. 15 Shirey have to do under the agreement you made 16 with him? 17 A: Nothing. 18 Q: Okay. Okay. I'm going to show you what's been 19 labeled Plaintiff's Two for the purpose of your 20 deposition. Does that appear to be a copy of 21 checks -- 22 (Plaintiff's Exhibit Number Two was marked for 23 identification purposes.) 24 A: That is a copy of checks. 25 Q: Uh-huh (affirmative response). Is it a copy of	1 Q: Okay. And if you had not agreed to close on 2 the 13th, but instead insisted to close on the 3 12th, you could've still gotten your money, 4 right? 5 A: The agreement was the 12th. 6 Q: I understand, but you agreed to do it on the 7 13th, right? That's what you told me earlier. 8 That's also what you told the people at Dr. 9 Lovelace's office. 10 A: Well, the 13th. 11 Q: Yeah. But if you had insisted on the 12th, you 12 -- you could've gotten your money because the 13 money was there? 14 A: It appears to be. 15 Q: Okay. All right. So you got -- you still got 16 the contract over there? 17 A: I do. 18 Q: Okay. Let's see. Okay. Ms. Bishop, I want to 19 go to page two of the contract, again, which is 20 Plaintiff's Five from Ms. Robinson's deposition 21 and ... 22 A: Excuse me. 23 Q: Yeah. 24 A: Are you saying all this took place for the 25 13th?
Page 14	Page 16
1 -- well, let me ask you this, who -- who is the 2 check made out to? 3 A: Pope & Hudgens. 4 Q: Okay. And where was the closing going to take 5 place? 6 A: On August the 12th. 7 Q: No, where? 8 A: Here. 9 Q: Okay. At Pope & Hudgens? 10 A: Right. 11 Q: Okay. And what's the date on that check? 12 A: One has May 19, 2015. One has August 12, 2015. 13 Q: Okay. The one that is dated in May, what -- is 14 it true that, that is essentially a copy of the 15 earnest money check? 16 A: That's a copy of the earnest money check. 17 Q: Okay. And then the other check, dated 18 September (sic) 12th, that would've been the 19 remaining of the proceeds Mr. Shirey had to 20 show up with to closing? 21 A: Yes. 22 Q: Okay. All right. So if Mr. Shirey says that 23 he paid his money on the 12th that check would 24 support that, wouldn't it? 25 A: It would have.	1 Q: What? 2 A: The signing of the contract and everything was 3 supposed to happen on the 13th? 4 Q: I -- I don't understand what your question is. 5 A: You asked me about the contract and everything 6 -- 7 Q: Right. 8 A: -- is dated the 13th, but all this was 9 supposed to take place on the 12th of August. 10 Q: I understand. 11 A: Okay. 12 Q: What -- but you told me earlier that you agreed 13 to show up on the 13th? 14 A: It was the 12th. That -- our signing was on 15 the 12th. 16 Q: Ma'am, I asked you earlier -- 17 A: Uh-huh (affirmative response). 18 Q: -- if you had told Dr. Lovelace's office that 19 you were supposed to be at a closing on the 20 13th and you said you did. 21 A: It supposed to be -- 22 Q: And I asked you if you -- 23 A: -- the 12th. I'm sorry. 24 Q: -- if -- if you -- 25 A: Excuse that.

4 (Pages 13 to 16)

Page 17 1 Q: — and I asked you if you agreed to close it 2 on the 13th and you said you did. 3 A: Huh-uh (negative response). 4 Q: Now, Ms. Bishop — 5 A: It was on the 12th. 6 Q: — you — you just swore to this lady — 7 A: I understand. 8 Q: — before your God to tell the truth. 9 A: I did, but it was on — 10 Q: And you're going to sit here and tell me — 11 A: — the 12th. 12 Q: — that you did not agree to come to a closing 13 on the 13th? 14 A: The 13th is what — 15 Q: Why in the — 16 A: — you told me. 17 Q: — world would you tell Dr. Lovelace that you 18 were supposed to be at a closing on the 13th? 19 A: Dr. Lovelace is not my doctor. 20 Q: Well, Dr. Lovelace's office. You told somebody 21 in that office that. 22 A: I did. I told my doctor. 23 Q: Well, why would you tell them that if — 24 A: That was on the 12th. 25 Q: No, ma'am.	Page 19 1 you got to tell the truth. You said to them 2 that you had to be at a closing on the 13th, 3 which was later that day given that you're 4 telling them that on the 13th, okay. Why in 5 the world would you tell them that you're 6 supposed to be at a closing on the 13th, if you 7 did not agree to be at a closing on the 13th? 8 A: If that was on a Monday, that's when it was. 9 The date I do not remember. 10 Q: Ma'am, what is the date of this document right 11 here? 12 A: I see that date. It's the 13th. 13 Q: Okay. 14 A: Uh-huh (affirmative response). 15 Q: All right. Did you go to the doctor on the day 16 that you were supposed to be at the closing? 17 A: I went to the doctor on the day of the closing. 18 I did. 19 Q: Okay. Well, good. And you told them that you 20 were supposed to be — 21 A: I did. 22 Q: — be at a closing. 23 A: Then, I did. 24 Q: And you asked them to send an excuse letter? 25 A: I sure did.
Page 18 1 A: That's the same day I — 2 Q: You told me — you — you — 3 A: — went to the doctor's office. 4 Q: — no, no, no. 5 MR. PYATT: Let him ask you the — maybe — I object 6 to the question — 7 MR. PARKER: I'm sure you do. 8 MR. PYATT: — because you put the contract — 9 well, our position, what does the contract 10 provide? 11 MR. PARKER: It — it doesn't matter. Look. You — 12 you can make your legal argument. I've got 13 equitable arguments here and I can flesh them 14 out. 15 MR. PYATT: Okay. 16 Q: What is the date of that thing? 17 A: The 13th. 18 Q: Okay. And it was 8:30 in the morning? 19 A: Uh-huh (affirmative response). 20 Q: And you told them in that thing that you were 21 supposed to be at a closing on the 13th, did 22 you not? 23 A: I did. 24 Q: Okay. All right. Look. You're — you're 25 under oath. You swore to God. I'm — you —	Page 20 1 Q: Why would you send an excuse letter, if you 2 didn't agree to be at the closing on the 13th? 3 A: I was not well. 4 Q: Well, I don't — I'm not here to say whether 5 you were well or not. 6 A: Right. 7 Q: You're supposed to answer the question about 8 whether you agreed to be here on the 13th. 9 A: I was not well. 10 Q: What does that have to do with anything? Did 11 you or did you not? 12 A: If I was not well, I could not apparently come 13 to a closing if I am not able to come. 14 Q: Okay. Are — are you saying that you were not 15 well enough to — to do anything with the 16 contract? I mean, were you — were you so 17 mentally unstable you couldn't do anything? 18 A: Yes. 19 Q: Okay. Now how long had you been that mentally 20 unstable? 21 A: I am not sure. It's been a while. 22 Q: Because, I mean, honestly, if you have agreed 23 to be at a closing on the 13th, you had to make 24 that agreement prior to the 13th, right? 25 A: And honestly I'm telling you that I do up until

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Page 21	Page 23
1 this day, I was feeling fine. 2 Q: Uh-huh (affirmative response). 3 A: But I was unable to attend because during that 4 week prior, I was — 5 Q: So ... 6 A: — not well. 7 Q: Right. Okay. So you know on this date, you're 8 telling Dr. Lovelace's office that you — you 9 don't feel well and you just don't feel like 10 going to the closing, — 11 A: Uh-huh (affirmative response). 12 Q: — right? 13 A: Uh-huh (affirmative response). 14 Q: And — oh, I'm sorry. And if you would say yes 15 or no instead of uh-huh and huh-uh because she 16 — she can't tell which one whenever you go to 17 reading it, uh-huhs could be yes or could be 18 no. Do you understand that? 19 A: Yes. 20 Q: Okay. And so, yeah, you must have then, 21 therefore, agreed to be at a closing on the 22 13th prior to the 13th? 23 A: I did. 24 Q: Okay. Now I'm going to point you to — again, 25 this is the contract between you and Mr.	1 Q: And that mortgage is with TD Bank, right? 2 A: It is. 3 Q: Okay. Now do — do you understand that 4 provision of the contract to mean that you are 5 at closing to — obligated to deliver title to 6 Mr. Shirey that would be free and clear of that 7 mortgage? 8 A: I do. 9 Q: Okay. Let's see. I'm going to show you what 10 will be labeled Plaintiff's Two? 11 (Plaintiff's Exhibit Number Three was marked for 12 identification purposes.) 13 MADAME COURT REPORTER: Three. 14 Q: Three for purposes of your deposition. And 15 I'll represent to you that what Plaintiff's 16 Three is, is a copy of your responses to Mr. 17 Shirey's first set of request for production, 18 which is a discovery device within this 19 proceeding. And I'd like you to look at 20 paragraph six, and if you would, just tell me 21 what paragraph six is asking for and what your 22 response was? 23 A: Copy of — copies of any and all payoff quotes 24 you obtained for the payment of the mortgage 25 incurring the property in favor of TD Bank. My
Page 22	Page 24
1 Shirey, Plaintiff's Five from Ms. Robinson's 2 deposition. I'm going to put the same kind of 3 little parenthetical things around the part 4 that I want you to read for us. Okay. If you 5 would, look at paragraph eight there, and do 6 you see the part where I've got the 7 parentheticals around it? 8 A: I do. 9 Q: Will you read that for me? 10 A: At closing seller has conveyed good and 11 marketable fee simple title to the property to 12 buyer pursuant to a recordable general warranty 13 deed. 14 Q: Uh-huh (affirmative response). 15 A: Good and marketable title shall mean fee simple 16 title that is free and clear of all liens. 17 Q: Okay. Now the — the property, does it have a 18 lien on it? 19 A: At 242? 20 Q: Yes, ma'am. 21 A: Yes. 22 Q: Okay. And it — it's just a mortgage, right? 23 A: Yes. 24 Q: Just — just the one mortgage, right? 25 A: Right.	1 response was none. 2 Q: Okay. 3 A: Uh-huh (affirmative response). 4 Q: All right. So did you ever provide a payoff 5 quote or any kind of evidence about how much 6 money was owed to pay off the loan? 7 A: I did not. 8 Q: Okay. But you had — you agreed just now that 9 you had an obligation to do that, right? 10 A: Yes. 11 Q: Okay. And according to that you didn't then, 12 like you just said, and you haven't since, 13 right? 14 A: Uh-huh (affirmative response). 15 Q: Okay. Let's see. I'm going to show you what 16 was labeled Plaintiff's Three and Four in Ms. 17 Robinson's deposition and when you have a 18 chance, take a look at it and tell me what they 19 are? 20 A: And whose contract is this? 21 Q: Well, I don't know. I'm asking you to tell me 22 what it is. 23 A: And what is it that you want me to look at? 24 Q: Both of those documents and tell me what you — 25 what you think they are.

6 (Pages 21 to 24)

Page 25	Page 27
1 A: Okay. 2 Q: Okay? 3 A: Uh-huh (affirmative response). 4 Q: Okay. So what -- what do you -- those are 5 contracts, between you and Ms. Robinson, is 6 that right? 7 A: They are. 8 Q: Okay. Hold on just a second. Thank you. All 9 right. So looking at the Plaintiff's Three from 10 Ms. Robinson's deposition, that -- that 11 contract is dated in 2012, is that right? 12 A: That's correct. 13 Q: Okay. And it talks about Ms. Robinson 14 purchasing 242 Power Station Road, right? 15 A: It does. 16 Q: Okay. Why didn't that ever happen? 17 A: I don't know. 18 Q: Okay. Let's see. Did -- was -- as far as you 19 know, was that contract, the Plaintiff's Three 20 from Ms. Robinson's deposition dated in 2012, 21 was that ever recorded? 22 A: I don't know. 23 Q: Okay. Now whenever you were talking to Mr. 24 Shirey about these -- getting into a deal with 25 him, did -- did you ever tell him about these	1 Q: Did you know what it did when you signed it? 2 A: No. 3 Q: Okay. Well, let me ask you this, if what it 4 does is evidence your agreement to sell the 5 property to Ms. Robinson, if that's what it 6 means, just assume that for me, okay? 7 A: Uh-huh (affirmative response). 8 Q: Isn't that something you should've told Mr. 9 Shirey that you'd already sold it to Ms. 10 Robinson? 11 A: I had forgot about it. 12 Q: Okay. Which just means that you didn't tell 13 him, right? 14 A: I forgot about it. 15 Q: Okay. I understand. That happens. So you 16 forgot about it, didn't tell him, so -- and it 17 -- so you agree then, that he would've had no 18 way of knowing that it existed, right? 19 A: Not to -- I don't know. 20 Q: Okay. If you didn't tell him -- 21 A: I didn't tell him. 22 Q: -- and Ms. Robinson didn't tell him, who -- 23 who else would've told him? 24 A: I have no idea. 25 Q: Okay. All right. Well, how else would he have
Page 26	Page 28
1 two contracts? 2 A: I don't remember. 3 Q: Okay. Well, don't -- I mean, if -- if -- did 4 you sign the contracts, the Plaintiff's Three 5 and Four from Ms. Robinson's deposition? 6 A: I do not remember. My signature is on it, so 7 I guess I -- I did. 8 Q: Okay. Well, don't you think you should've told 9 Mr. Shirey about those contracts? 10 A: I don't know. 11 Q: What -- what is your understanding what these 12 contracts do? 13 A: I don't know. 14 Q: Would you disagree with me when I say that what 15 the contract is, is your agreement to sell the 16 property to Ms. Robinson? 17 A: If you say so. 18 Q: I mean, do you agree with it? 19 A: If you say so. 20 Q: No, my -- my question is, do you agree with 21 what I'm saying? 22 A: I don't know. 23 Q: Okay. So you don't know what the contract 24 does? 25 A: Huh-uh (negative response).	1 found out about it? 2 A: I have no idea. 3 Q: Okay. So he wouldn't have? 4 A: I don't know. 5 Q: Okay. Let's see. I'm going to show you what 6 is labeled Plaintiff's Two from Ms. Robinson's 7 deposition and when you get a chance, just take 8 a look at it and tell me what it is? 9 A: What do I need to look at? 10 Q: The -- 11 A: The entire document? 12 Q: -- well, yeah, just generally what it is, 13 yeah. Or maybe I can help you. Does that 14 appear to be a deed that you signed to Ms. 15 Robinson? 16 A: It is. 17 Q: Okay. Well, talk to me about how that came to 18 be, you know, you -- there was the closing on 19 the 13th that you sent the -- or had the 20 doctor's office send the -- an excuse for, and 21 this deed is dated the 13th of August, is it 22 not? 23 A: It is. 24 Q: Okay. And so did you in fact sign it on the 25 13th of August?

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Page 29 1 A: I don't remember. 2 Q: Okay. Have you got any reason to believe that 3 you signed it some other day? 4 A: I don't know. 5 Q: Now if you would, look at page two? Does -- 6 who was the notary in -- in this document? 7 A: Myrtle Wilson. 8 Q: Okay. And what date did Ms. Wilson say that 9 you signed it? 10 A: Thirteenth. 11 Q: Okay. Have you got any reason to argue with 12 Ms. Wilson about that? 13 A: It's on paper. 14 Q: Okay. So -- let's see. You -- you told me 15 that you were too ill to come to the closing 16 with Mr. Shirey, so talk to me about how you 17 got to a closing with Ms. Robinson? 18 A: I don't know. 19 Q: You don't know? 20 A: Huh-uh (negative response). 21 Q: Okay. Now under that prior contract from 2012 22 that we were talking about just a little while 23 ago, it talks about how Ms. Robinson is going 24 to basically pick up the mortgage payments, 25 does it not?	Page 31 1 Q: Okay. Well, let's see. Did anybody ever come 2 to your house not too long before the 13th of 3 August of last year at -- in -- and have a loud 4 disagreement with you about the deal with Ms. 5 -- Mr. Shirey? 6 A: Not that I remember. 7 Q: Okay. Did either Mrs. Robinson or her husband, 8 James Robinson, ever talk to you about how they 9 were upset that you were selling the property 10 to Mr. Shirey and that they needed their money 11 back? 12 A: I don't remember. 13 Q: Okay. 14 A: I do not remember. 15 Q: All right. Now you -- you did have the 16 contract with Ms. Robinson from 2012, we talked 17 about that, right? 18 A: Uh-huh (affirmative response). 19 Q: And so at some point I'm sure you -- you had to 20 tell her about the deal with Mr. Shirey, did 21 you not? 22 A: At some point. 23 Q: Okay. And you -- you obviously told her 24 sometime before the 13th of August, right? 25 A: No.
Page 30 1 A: Uh-huh (affirmative response). 2 Q: Okay. 3 A: It does. 4 Q: And did she do that? 5 A: She did. 6 Q: Okay. And when -- what did she say when you 7 told her that you had a contract with Mr. 8 Shirey? 9 A: I don't know. I don't know. 10 Q: You don't know what she said? 11 A: Huh-uh (negative response). 12 Q: Okay. She didn't say something about how I've 13 been paying mortgage payments on this property? 14 A: I don't know. 15 Q: How are you going to get my money back to me 16 that kind of thing? 17 A: I don't know. 18 Q: You don't remember saying anything? 19 A: Huh-uh (negative response). 20 Q: At all? 21 A: I do not. 22 Q: You -- you have no recollection of anything -- 23 A: I do not. 24 Q: -- that Ms. Robinson said? 25 A: I do not.	Page 32 1 Q: No what? 2 A: Not that I can remember, no. 3 Q: No, you didn't tell her? 4 A: I do not remember. I don't know. 5 Q: You -- you don't know what? 6 A: I don't know. 7 Q: What don't you know? 8 A: If she was told. 9 Q: Okay. 10 A: If I told her or not. I don't know. 11 Q: Okay. Did you ever talk to her about how you 12 were going to sell the property or may be 13 looking to sell the property? 14 A: No. 15 Q: Or something like that? 16 A: No. 17 Q: Never did, so if she says you did, then she's 18 telling a lie? 19 A: I'm not saying she did, I'm telling you I don't 20 remember doing that time of those two past 21 years -- 22 Q: Okay. Well, I mean, I'm just asking because 23 you seem pretty certain that you didn't tell 24 her that. 25 A: It was rough. I tell you.

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Page 33 1 Q: Uh-huh (affirmative response). 2 A: I went through some things. 3 Q: Oh, I agree with you. It -- it sure was and I 4 -- I do I feel for you. Okay. So who put 5 these -- the Plaintiff's Two from Ms. 6 Robinson's deposition, the deed, who put that 7 together? 8 A: I don't know. 9 Q: You didn't, did you? 10 A: No. 11 Q: Okay. And we -- we talked about how Ms. Wilson 12 was the notary, right? 13 A: Yes. 14 Q: And so she would've seen you sign the -- the 15 deed, right? 16 A: Yes. 17 Q: Okay. Talk to me about how you got to Ms. 18 Wilson, you know, where did you come from, who 19 was with you, all that kind of stuff? Where 20 were you at when you signed this document? 21 A: At Ms. Wilson's. 22 Q: Okay. Who was with you when you did that? 23 A: I think I drove myself and Cassandra and her 24 husband were there. I do not remember. I 25 mean, you seem -- I mean --	Page 35 1 Q: Okay. But you gave her a deed, right? 2 A: I gave her a deed? 3 Q: I mean, you -- you signed the deed that is -- 4 A: I signed it. 5 Q: -- that we talked about? 6 A: I did. 7 Q: Okay. But she never gave you the \$33,000? 8 A: No. 9 Q: Okay. Now if she said that what that \$33,000 10 represented was the amount of money she'd paid 11 towards the mortgage since 2012, would that be 12 true? 13 A: I don't know. 14 Q: Okay. You -- you'd just have to defer to her 15 on that? 16 A: You will. 17 Q: Okay. But you don't deny that she paid a good 18 amount of money towards that mortgage, do you? 19 A: I don't know. 20 Q: Okay. Do you remember how much the mortgage 21 payments were? 22 A: I do not. 23 Q: If you look at that other contract from 2012, 24 yeah, this one, in paragraph one where it talks 25 about the price --
Page 34 1 Q: It's okay. But you don't deny that you told 2 Ms. Robinson about the deal with Mr. Shirey? 3 A: At some point. 4 Q: Yeah. Okay. But you're telling me today you 5 don't remember what she said when you told her 6 that? 7 A: I do not. 8 Q: Okay. Do you know how much money she'd paid 9 towards the mortgage? 10 A: I do not. 11 Q: Okay. If you would, look at Plaintiff's Four 12 from her deposition? It's the other contract. 13 Look at paragraph one. Does it say how much 14 she was going -- or how she was going -- how 15 much she was going to pay and how she was going 16 to purchase the property? 17 A: As it is on this paper. 18 Q: Okay. I mean, what does not -- what does it 19 say she was to do? 20 A: Buyer agrees to purchase the property for the 21 amount of \$33,000 and agree to assume the 22 remaining balance on the current mortgage on 23 the property. 24 Q: Okay. Did she ever pay you \$33,000? 25 A: No.	Page 36 1 A: Uh-huh (affirmative response). 2 Q: -- does it say that the payments were \$2080.77 3 or something like that? 4 A: It does, uh-huh. 5 Q: Does that sound about right? 6 A: It is. 7 Q: Okay. 8 A: On this paper. 9 Q: Uh-huh (affirmative response), and did she 10 start making the payments from that time? 11 A: She did. 12 Q: Okay. So from 2012 to August of 2015, if she 13 was paying \$2000 a month, it -- it's probable 14 that she paid about \$33,000 in mortgage 15 payments? 16 A: You do the math. 17 Q: Yes, sir -- yes, ma'am. 18 A: Okay. 19 Q: It's a math thing, right? 20 A: Uh-huh (affirmative response). 21 Q: Okay. And so Ms. Robinson has paid \$33,000 on 22 this mortgage, you tell her that you are 23 selling it to Mr. Shirey and not her, and 24 you're telling me you can't remember what she 25 said in response to that?

9 (Pages 33 to 36)

Page 37	Page 39
1 A: I do not. 2 Q: Okay. Now she's your niece, right? 3 A: She is. 4 Q: Now she told us that y'all talked fairly often? 5 A: We do. 6 Q: And -- and y'all are close? 7 A: We are. 8 Q: And so if your aunt told you that she was going 9 to sell a piece of property that you thought 10 you already bought and a property that you 11 already paid \$33,000 towards, and your aunt 12 told you she wasn't going to sell it to you, 13 what -- what would you say? 14 A: With my aunt, it wouldn't be surprising. 15 Q: I understand, but you know, is \$33,000 an 16 insignificant amount of money? 17 A: I don't know. Is it? 18 Q: I mean, is it a lot of money? 19 A: No. 20 Q: Okay. If I owed you \$33,000, would you just -- 21 if I told you I wasn't going to pay you, you'd 22 just let me go with that? 23 A: There's nothing I can do about it. 24 Q: Okay. So you -- you're going to sit here and 25 tell me today that you don't know whether	1 A: That's fine. 2 Q: -- if you want. And -- so I don't want you to 3 be coy with your answers. Thirty-three 4 thousand dollars is a lot of money, is it not? 5 A: I'm going to answer you like this, it depends. 6 Q: Okay. 7 A: Because as of now in this day and age and time 8 -- 9 Q: Uh-huh (affirmative response). 10 A: -- money is not going to do you any good. 11 Q: Well, you -- you might be -- 12 A: In times to come. 13 Q: Well -- 14 A: You can have all the money you want. 15 Q: You -- you're talking about the Second Coming? 16 A: Oh, yeah. 17 Q: Okay. Well, you're right about that. 18 A: I am. 19 Q: But before Jesus gets here -- 20 A: Uh-huh (affirmative response). 21 Q: -- is \$33,000 a lot of money or not? 22 A: To some people it is, to some it's not. 23 Q: What about to you, that's my question? 24 A: I don't have an opinion on that. I don't have 25 an opinion on \$33,000 --
Page 38	Page 40
1 \$33,000 is a significant amount of money? 2 A: I do not. 3 Q: Okay. You don't have an opinion about that at 4 all? 5 A: I do not. 6 Q: You never thought about -- 7 A: Never thought -- 8 Q: -- how much money -- 9 A: -- about it. 10 Q: -- or whether it's a large amount of money or 11 small amount of money? 12 A: Huh-uh. I don't. 13 Q: Ms. Bishop, come on now. 14 A: Yes. 15 Q: I mean, we were here with Ms. Robinson -- 16 A: Yes. 17 Q: -- from 11:00 -- 18 A: Uh-huh (affirmative response). 19 Q: -- just before you got here. 20 A: Right. 21 Q: That's four hours -- 22 A: Right. 23 Q: -- three hours. 24 A: Uh-huh (affirmative response). 25 Q: And we can be here until midnight --	1 Q: Is \$33,000 ... 2 A: -- or anything else. It's -- in -- in -- in 3 -- in speaking -- 4 Q: Yes. 5 A: -- yes, it is a lot of money. 6 Q: Okay. Would it be a lot of money if it were 7 Ms. Robinson's? Did Ms. Robinson think it was 8 a lot of money? 9 A: I'm not sure. That you would have to ask her. 10 Q: Okay. And you -- you're going to honestly sit 11 here and honest being the operative word -- 12 A: Uh-huh (affirmative response). 13 Q: -- tell me -- 14 A: Uh-huh (affirmative response). 15 Q: -- that you do not remember a single time that 16 Ms. Robinson said something to you about her 17 money after you told her about the deal with 18 Mr. Shirey? 19 A: No. 20 Q: Okay. And are you saying you don't remember 21 because you -- you were just not well during 22 that time period or are you telling me you just 23 don't remember because you don't remember? 24 A: I don't remember because during that time 25 period, I don't remember.

10 (Pages 37 to 40)

Page 41 1 Q: Okay. Okay. All right. So when -- let's fast 2 forward a little bit to May of 2015, when you 3 signed the contract with Mr. Shirey, did you 4 intend to sell the property to Mr. Shirey? 5 A: I did. 6 MR. PARKER: Okay. And I have since, Mr. Pyatt, 7 located the last two pages of -- 8 MR. PYATT: Okay. 9 MR. PARKER: -- that exhibit and I'll get Ms. 10 Bishop to identify it and then we'll go from 11 there. 12 MR. PYATT: This goes with it. Is this my copy or 13 for her to look at? 14 MR. PARKER: It's -- I'm going to add it to the 15 exhibit, but ... 16 Q: Ms. Bishop, does that appear to be your 17 signature beside Mr. Shirey's signature? 18 A: On this one, it is. 19 Q: Okay. And that next page, does that just 20 appear to be a legal description of the Power 21 Station or -- yeah, Power Station Road 22 property? 23 A: It is. 24 Q: Okay. And so that is -- that appears to be the 25 last two pages of the contract, which is	Page 43 1 Q: Right. 2 A: But she was doing the payment. 3 Q: Right. 4 A: And I knew she was making the payments. 5 Q: Okay. 6 A: Now how she made them, I don't know. 7 Q: Right. So you don't -- you just wouldn't know 8 -- 9 A: I don't know. 10 Q: -- whether she was late or not? You just 11 don't remember that? 12 A: I -- you're right, I don't know. I know she 13 made the payments. 14 Q: Okay. Now that 2012 contract talks about how 15 you're going to maintain insurance on the 16 property. Did you do that? 17 A: Yes. 18 Q: Okay. So you paid for the insurance? 19 A: Uh-huh (affirmative response). 20 Q: All right. Now the business that you and your 21 husband ran, are you still in business? 22 A: No. 23 Q: Okay. And did you sell the business or -- or 24 did you just sell off the assets -- 25 A: No.
Page 42 1 Plaintiff's Five from Ms. Robinson's that I 2 showed you earlier, the contract between you 3 and Mr. Shirey? 4 A: Yes. 5 Q: Because if you look at that exhibit, it's 6 missing the last two pages, is what I'm saying. 7 Okay. So do -- all right. So Ms. -- Ms. 8 Robinson is making the payments, right, from 9 2012 forward, is that right? 10 A: Yes. 11 Q: Okay. Do you ever remember Ms. Robinson being 12 late with payments? 13 A: I don't know. 14 Q: You just don't remember that? 15 A: I don't. 16 Q: Okay. And you -- you don't remember that 17 because it's just gone from your memory or 18 because you weren't involved in that process? 19 A: Not involved in the process. 20 Q: Okay. So in other words, when she started 21 making the payments, you just turned a blind 22 eye to it? In other words, it wasn't your 23 problem any more? 24 A: Well, my name -- the property is in my name, so 25 it very well would still be with me.	Page 44 1 Q: -- I mean, what did you do? 2 A: Nothing. 3 Q: Okay. You just sort of stopped doing it? 4 A: Correct. 5 Q: Okay. Now did you do that about the same time 6 that you got into the deal with Mr. Shirey? 7 A: No. 8 Q: Okay. When did you do that? 9 A: When did I do what? 10 Q: Shutter the business. Stop -- stop doing the 11 business. 12 A: The bulk of it, probably in January or 13 February. 14 Q: So earlier in the year? 15 A: Uh-huh (affirmative response). 16 Q: Okay. Do you remember how -- how long it was 17 between when you -- because you told me that 18 you asked Mr. Shirey about buying it. Do you 19 remember how long it was between when you asked 20 him about buying it and when you ended up in 21 the contract with him? 22 A: No. 23 Q: Was it a few months? 24 A: I don't know. I don't remember. 25 Q: Okay. Do you remember asking him about buying

11 (Pages 41 to 44)

Page 45 1 it around the same time that you were -- 2 January or February of that year, when you were 3 shutting the business down? 4 A: 2015? 5 Q: Yes, ma'am. 6 A: I don't remember. 7 Q: Okay. Now your business, your and your 8 husband's, part of it was building vaults, 9 right? 10 A: Yes. 11 Q: Okay. Did you have any inventory of vaults in 12 January and February, when you were closing the 13 business down? 14 A: I did. 15 Q: Okay. Did you try to sell them? 16 A: No. 17 Q: You didn't? 18 A: No. 19 Q: Okay. Well, what happened to those vaults? 20 A: They're at my home. 21 Q: Okay. Do -- do you remember there being 22 equipment out at the property burying various 23 things out at the property? 24 A: Not that I know of. 25 Q: Okay. So if Mr. Shirey says that he saw people	Page 47 1 selling of the building? 2 Q: Well, it has a lot to do with it. 3 A: Okay. 4 Q: And so -- but what you're saying is -- is DHEC 5 -- you never had any dealings with DHEC about 6 that, about the burying of debris? 7 A: Not that I can remember. 8 Q: Okay. Do you think that would be something you 9 would remember? 10 A: I don't know. 11 Q: Okay. 12 MR. PYATT: Can you be more specific in terms of 13 what type of debris you're talking about? 14 MR. PARKER: Sure. Yeah, I mean, that's a good 15 question. 16 Q: You said you're burying debris. What kind of 17 debris are you burying? 18 A: It was just loose trash that was there at the 19 plant, that's all. 20 Q: When you say loose trash, like concrete -- 21 A: Just ... 22 Q: -- and stuff like that? 23 A: No, it's not really concrete. 24 Q: Maybe the -- the molds that you used to make 25 the --
Page 46 1 burying things out at the property, you 2 wouldn't have any knowledge of that? 3 A: Debris? 4 Q: Yes. 5 A: Yes. 6 Q: Okay. So they were burying debris? 7 A: Uh-huh (affirmative response). 8 Q: Okay. Did you get any permits to allow that to 9 happen? 10 A: I did not. 11 Q: Okay. And -- okay. Now did you ever tell Mr. 12 Shirey that you were going to be burying some 13 debris on the property? 14 A: No. 15 Q: Okay. And you -- you're not aware that in 16 order to do that you have to have a permit? 17 A: No. 18 Q: Are you aware that when you do that DHEC 19 requires you to give a notice on the record up 20 at the courthouse about it? Are you aware of 21 that? 22 A: No. 23 Q: Okay. Okay. But in any event, DHEC -- 24 A: Excuse me. I -- what I don't understand what 25 this has to do with this -- the building --	Page 48 1 A: No. 2 Q: -- vaults? 3 A: Molds are at my home. 4 Q: Okay. Well, I'm trying to figure out what it 5 was. I mean, trash ... 6 A: Well, we were cleaning up, just trash. 7 Q: Okay. Like paper -- 8 A: Nothing but trash. 9 Q: -- and stuff or ... 10 A: Papers -- a lot of papers. 11 Q: Okay. What else? 12 A: That was basically what was in there. 13 Q: Okay. 14 A: A lot of papers. 15 Q: All right. 16 A: Papers that I've had since we had moved in that 17 plant. 18 Q: All right. But what you did was, is you broke 19 the soil, and you dug a hole, and you dumped 20 stuff in it, and you buried it? 21 A: Uh-huh (affirmative response). 22 Q: Okay. All right. And I mean, it's not like 23 the place is a landfill or anything like that, 24 right? 25 A: No, but it's my property.

12 (Pages 45 to 48)

Page 49	Page 51
1 Q: Right, I understand. And do you remember how 2 big the hole was? 3 A: I do not. 4 Q: Okay. Was it — 5 A: I do not. 6 Q: — a big hole, small hole? 7 A: I don't know. 8 Q: I mean, could you fall in it — 9 A: I do not know. 10 Q: — that kind of thing? Okay. You don't 11 remember any of that? 12 A: No. 13 (Plaintiff's Exhibit Number Four was marked for 14 identification purposes.) 15 Q: Okay. Let's see. Now I'm going to show you 16 what has been labeled Plaintiff's Four for 17 purposes of your deposition. If you would, 18 just take a look at it and if you can, tell me 19 what it is? 20 A: I was under the doctor's care. 21 Q: Yeah. 22 A: Uh-huh (affirmative response). 23 Q: So does that appear to be the doctor's note 24 that we were referring to earlier from Dr. 25 Lovelace's office?	1 Ms. — Ms. Robinson and her husband at Ms. 2 Wilson's home, is that what you said or office? 3 A: Well, her home and office is the same place. 4 Q: Yeah, okay. So you met her at Ms. — Ms. 5 Wilson's. Do you remember what — what 6 happened there? I mean, what was said, 7 anything? 8 A: Just the signing of those documents. 9 Q: Okay. So who — I mean, somebody asked you to 10 sign the documents? 11 A: They did. 12 Q: Okay. Who — who asked you to sign them? 13 A: When Ms. Wilson signed her name, she just 14 showed me where I needed to sign and I signed 15 it. 16 Q: Okay. Did you understand what you were signing 17 when you signed it? 18 A: I don't know. 19 Q: You don't know what I'm asking or you don't 20 know whether you understood it? 21 A: I don't know if I understood it. 22 Q: Okay. Well, is that because you were so — I 23 mean, don't get me wrong, look, I understand 24 that, you know, you've had a hard time and ... 25 A: Yes, sir, I don't know if you understand that
Page 50	Page 52
1 A: Yes. 2 Q: Wherein you were — where they were asking us 3 to excuse your absence from the closing — 4 A: Yes. 5 Q: — due to your illness? 6 A: Yes. 7 Q: Okay. And so according to this, you — you 8 were so ill, you couldn't make the closing, 9 right? 10 A: Yes. 11 Q: All right. So what happened in between then 12 and when you went to Ms. Wilson's place to sign 13 the deed with Ms. Robinson? 14 A: I don't know. 15 Q: Did you just like feel a lot better? 16 A: No. 17 Q: Okay. When — did — did — on the 13th, did 18 Ms. Robinson come to your house? 19 A: I don't know. 20 Q: Okay. Well, you said earlier that you — you 21 thought you drove her and her husband to Ms. 22 Wilson's office? 23 A: No, I told you earlier I met her and her 24 husband at Ms. Wilson's home. 25 Q: Oh, okay. All right. All right. So you met	1 or not. 2 Q: No, you're right I probably — 3 A: Unless you have — 4 Q: — don't. 5 A: — been there. 6 Q: You're probably — you're right, I probably 7 don't and don't ever — 8 A: And I would not — 9 Q: — want to. 10 A: — and I wouldn't wish it on you. 11 Q: No, ma'am. 12 A: Believe me. 13 Q: And I appreciate that. So again, I can't 14 imagine, but I can understand that you would be 15 distraught and probably will be for some time 16 and so are you telling me that you were so 17 distraught on that day that you didn't 18 understand what you were signing when you 19 signed the deed? 20 A: Yes, I am. 21 Q: Okay. All right. Do you remember calling Ms. 22 Robinson to tell her about the deal you have 23 with — or had with Mr. Shirey? 24 A: I don't know. I don't remember. 25 Q: Okay. So you wouldn't be able to tell me who

13 (Pages 49 to 52)

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1 called who or anything like that?
 2 A: I do not know.
 3 Q: Okay. But ultimately, you agreed to go to Ms.
 4 Wilson's home, right?
 5 A: Yes.
 6 Q: Okay. And when you arrived at Ms. Wilson's
 7 home, they asked you to and you did sign the
 8 deed over to Ms. Robinson, right?
 9 A: Yes.
 10 Q: Okay. And so is it fair to say then, that you
 11 and Ms. Robinson agreed that you were not going
 12 to sell the property to Mr. Shirey, you were
 13 instead going to sell it to Ms. Robinson, is
 14 that right?
 15 A: I don't know. I don't know.
 16 Q: Well, I mean, did you agree --
 17 A: I don't know.
 18 Q: -- you don't know if you agreed with Ms.
 19 Robinson?
 20 A: I do not know.
 21 Q: Okay. Let's see. Now let me try to understand
 22 what you -- you're telling me today. You --
 23 you entered an agreement with Mr. Shirey,
 24 right? Ms. Bishop, are you okay?
 25 A: Yes.

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1 Q: Okay. And then, you had previously entered
 2 some agreements with Ms. Robinson, the 2012
 3 contract, right?
 4 A: At some point.
 5 Q: Uh-huh (affirmative response). And you didn't
 6 tell Mr. Shirey about those contracts, right?
 7 A: Right.
 8 Q: Okay. And you agreed to show up at a closing
 9 to sell the property to Mr. Shirey, right?
 10 A: Yes.
 11 Q: Okay. And then you get a doctor's excuse
 12 asking Mr. Shirey to excuse your absence from
 13 the closing because you're ill, right?
 14 A: That's correct.
 15 Q: Okay. And then, without telling Mr. Shirey
 16 anything, you go to Mr. Wilson -- Ms. -- Ms.
 17 Wilson's home to sell the property out from
 18 underneath Mr. Shirey to Ms. Robinson. Isn't
 19 that what happened?
 20 A: No.
 21 Q: What happened then?
 22 A: I don't know what happened.
 23 Q: Okay. Well, you don't deny that there's a deed
 24 that you signed, right?
 25 A: It's here in black and white.

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1 Q: Okay. And you understand that all else being
 2 equal, what a deed does it sell the property,
 3 right?
 4 A: Uh-huh (affirmative response).
 5 Q: Okay. Now can you understand then, why Mr.
 6 Shirey might be upset about that?
 7 A: No.
 8 Q: No?
 9 A: No.
 10 Q: Okay. So you think it's all right to sign a
 11 deal with him when there's other contracts that
 12 you have signed, not tell him about those,
 13 agree to come to the closing, then get a
 14 doctor's excuse saying you can't come to the
 15 closing because you're ill, but then go to some
 16 other closing where you sell the property to
 17 somebody else. You can't understand why he'd
 18 be upset about that?
 19 A: I haven't been to any closings.
 20 Q: Okay. But does that make sense to you?
 21 A: No.
 22 Q: Okay. I don't think it does either. Now you
 23 -- you ran this business with your husband and
 24 for sometime after his passing for about -- a
 25 little over four years and that tells me that

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1 you -- you were not a stupid lady. You --
 2 you're sophisticated enough to carry on a
 3 business. Now with all that -- that we've
 4 said, does that sound like something to you
 5 that some disinterested third-party is going to
 6 be okay with?
 7 A: I don't know.
 8 Q: Okay. Okay. So now you would agree then that
 9 because of what happened at Ms. Wilson's home,
 10 because you didn't come to the closing to sell
 11 the property to Mr. Shirey, but instead sold it
 12 to Ms. Robinson, that Mr. Shirey is now not
 13 going to have the use of that property, is that
 14 right?
 15 A: I don't know.
 16 Q: Well, is he going to have the use --
 17 A: I don't know.
 18 Q: -- property or not?
 19 A: I don't know.
 20 Q: Ms. Bishop --
 21 A: I don't know.
 22 Q: -- are -- are you having trouble today?
 23 A: Not really.
 24 Q: Okay. So, I mean, are you understanding the
 25 questions that I'm asking?

14 (Pages 53 to 56)

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1 A: I'm understanding the questions you're asking
 2 me.
 3 Q: Okay. So because you did not sell it to Mr.
 4 Shirey, you refused to come to the closing for
 5 Mr. Shirey, but then went to Ms. Wilson's place
 6 to sell it to Ms. Robinson, because you did
 7 that, doesn't that mean Mr. Shirey will not
 8 have the use of the property?
 9 A: I do not know.
 10 Q: You didn't sell it to him, did you?
 11 A: No.
 12 Q: Okay. So can he use the property?
 13 A: I don't know.
 14 Q: All right. Can he -- can he rent the place
 15 out?
 16 A: I don't know.
 17 Q: Can he sell it for a profit?
 18 A: I have no idea.
 19 Q: Okay. So you -- you don't know whether because
 20 you didn't sell it to him and therefore he
 21 doesn't own it, he can't now sell it to
 22 somebody else for a profit?
 23 A: I don't know.
 24 Q: Okay. Was there any given reason why you
 25 didn't want to sell it to Mr. Shirey?

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1 A: I don't know.
 2 Q: Ms. Bishop, you're not -- you're not knowing a
 3 lot.
 4 A: I don't know a lot.
 5 Q: I don't believe that.
 6 A: I do not know a lot.
 7 Q: I believe you're a smart lady and you do know.
 8 You just don't want to tell me.
 9 A: I wish I felt like that I was a smart lady.
 10 Q: Okay. So you don't know whether there was a
 11 reason that you did not want to sell it to Mr.
 12 Shirey?
 13 A: I don't know.
 14 Q: Okay. Can we go off the record for a few
 15 minutes?
 16 (Off the Record)
 17 Q: Okay. Ms. Bishop, when you -- when you were
 18 making the payments on -- on the mortgage, do
 19 you remember ever being -- do you -- like you,
 20 were you late making payments?
 21 A: Yes.
 22 Q: Okay. So you were having trouble making the
 23 payments?
 24 A: I was.
 25 Q: Was that why you asked Ms. Robinson to pick up

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1 the payments?
 2 A: I didn't ask her to pick them up.
 3 Q: Okay. Well, okay, well, how did that happen?
 4 A: We were talking --
 5 Q: Okay. And she just --
 6 A: -- and she ...
 7 Q: -- volunteered?
 8 A: Yes.
 9 Q: Okay. All right. And so what happened between
 10 that and selling the property to Mr. Shirey?
 11 A: I don't know. I don't know.
 12 Q: Well, was it your testimony that you just --
 13 that you just forgot about the deal with --
 14 with Ms. Robinson?
 15 A: I did.
 16 Q: Okay. All right. Did there ever come a time
 17 prior to the closing with Mr. Shirey, where you
 18 got concerned about the amount of money that
 19 would be coming to you over and above what was
 20 needed to pay off the mortgage?
 21 A: Yes.
 22 Q: Okay. Did you ever ask whether you could talk
 23 to Mr. Shirey about changing the price?
 24 A: Is this before doing the contract or when -- at
 25 what time are you saying?

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1 Q: Prior to the closing. After the contract was
 2 done, but -- but prior to the closing?
 3 A: I don't remember.
 4 Q: Okay. Okay. Now was -- was Ms. Robinson
 5 paying any of the payments before you got into
 6 that contract with her from 2012?
 7 A: I really don't remember.
 8 Q: Okay.
 9 A: I do not remember.
 10 Q: Okay. Let's see. All right. So I'm going to
 11 show you a -- and I'll just make this all one
 12 exhibit if that's all right with you.
 13 (Plaintiff's Exhibit Number Five was marked for
 14 identification purposes.)
 15 Q: I'm going to show you a group of pictures that
 16 have now been labeled Plaintiff's Five for
 17 purposes of your deposition, and I'd ask you
 18 just to take a look at them, and if you can,
 19 tell me what -- what it a picture of?
 20 A: That's a picture of the backhoe in the back of
 21 the building. This is a picture of a backhoe
 22 in the back of the building as well as this,
 23 and as well as this one.
 24 MR. PARKER: Yeah, and for the record, Mr. Pyatt, I
 25 -- I just received those pictures, so ...

15 (Pages 57 to 60)

Page 61 1 MR. PYATT: Okay. 2 MR. PARKER: I'm more than glad to make a copy of 3 them for you. Okay. 4 Q: Now you -- you recall that whenever I was 5 asking you about the burying of debris and all? 6 A: Uh-huh (affirmative response). 7 Q: That you said it was just -- you were just 8 burying some trash? 9 A: Uh-huh (affirmative response). 10 Q: Okay. 11 A: Yes. 12 Q: Right. And so do -- do you see how much dirt 13 is right there? 14 A: I do. 15 Q: Okay. That would make for a pretty big hole, 16 wouldn't it? 17 A: Well, my boys that dig graves sometimes will go 18 in the back -- 19 Q: Uh-huh (affirmative response). 20 A: -- and practice digging graves and a lot of 21 time they'll just dig and that's what I tell 22 them to do because they have to be perfect when 23 they go in the cemetery. You can hit rocks. 24 You can break coupler. You have to get between 25 tight spots.	Page 63 1 A: Just practicing. 2 Q: -- anymore? 3 A: Someone else might need them to dig graves. 4 Q: Okay. And so you -- you let people go back 5 there and dig on your property? 6 A: Uh-huh (affirmative response). It's my 7 property. 8 Q: Okay. And at this time, you had contracted to 9 sell it to Mr. Shirey, right? 10 A: It still is my property. 11 Q: I understand, but you -- you did contract to 12 sell it to him, right? 13 A: Uh-huh, yes. 14 Q: Okay. Now here's another picture of a bunch of 15 dirt there. That makes for a pretty big hole, 16 don't it? 17 A: Yes. 18 Q: Okay. That's a lot of paper you've got to put 19 in there now? 20 A: Yes. 21 Q: You -- you sure you didn't have any backhoes in 22 there busting up vaults or vault molds and 23 burying them in those big holes? 24 A: No, the molds are at my house. 25 Q: Okay.
Page 62 1 Q: Okay. 2 A: And I would tell them often to go back there. 3 There's not -- I mean, there's several holes 4 back there. 5 Q: I understand. 6 A: That's just the business we're in. 7 Q: All right. But you see that there is a -- in 8 this picture, there is a backhoe right there 9 actively digging? 10 A: Uh-huh (affirmative response). 11 Q: Do you see that? 12 A: Uh-huh (affirmative response). 13 Q: Do you see the date at the bottom of it? 14 A: I do. 15 Q: And it's July 24, 2015? 16 A: Uh-huh (affirmative response). 17 Q: Do you remember telling me that you shuttered 18 the business in February -- January or 19 February? 20 A: Uh-huh (affirmative response). 21 Q: So why would your boys be back there practicing 22 digging -- 23 A: Just practicing. 24 Q: -- when there ain't no business to dig graves 25 --	Page 64 1 A: And the vaults are at my house. 2 Q: Okay. So there -- you're sure that ain't -- if 3 that was dug up, there would be any concrete or 4 ... 5 A: Now did I go back there and look in that hole 6 to see what was in there, no. 7 Q: Right. So you can't say ... 8 A: I can't say. 9 Q: All right. 10 A: Because I don't know. 11 Q: Because if I went back there and had somebody 12 dig it up, I'm not going to find nothing but 13 paper? 14 A: I don't know what you're going to find. 15 Q: Okay. Okay. Now you -- you wouldn't disagree 16 with me if I said that you were obligated under 17 the contract to convey to Mr. Shirey the 18 property in substantially similar state or 19 condition as it was at the time of the 20 contract, right? 21 A: Repeat your question. 22 Q: When you signed the contract -- 23 A: Uh-huh (affirmative response). 24 Q: -- and your property was in the condition it 25 was on that day --

16 (Pages 61 to 64)

Page 65 1 A: Uh-huh (affirmative response). 2 Q: — would you disagree with me when I said it 3 would be your obligation to convey to him the 4 property in this same or similar condition? 5 A: I don't know. 6 Q: Okay. Well, let me ask you this, do you think 7 it's okay or right to get into a contract with 8 Mr. Shirey or anybody and to sell them 9 property. Let's call it a house. And you get 10 into a contract to sell a house and in between 11 when you signed the contract and when you 12 close, you put a hole in the floor — 13 A: We haven't closed. 14 Q: — tear it halfway down? 15 A: We haven't closed. 16 Q: Okay. But you would admit that you would still 17 have a contractual obligation, the right to 18 close? 19 A: I don't know. 20 Q: Okay. What did you — what did you understand 21 your obligations to be under the contract with 22 Mr. Shirey? 23 A: At that time, I don't know. 24 Q: I mean, did you think that you had to convey 25 the property to him?	Page 67 1 Q: You've already told me that he already — all 2 he had to do was pay the money and he paid it 3 on the 12th, so I ain't got to ask you about 4 that. 5 A: True. 6 Q: So in any event, today, now that you're better, 7 do you think it's okay to sign a contract with 8 Mr. Shirey and then dig these big old holes and 9 put stuff in it? 10 A: I don't know. 11 Q: You know whether you think that's right or not. 12 A: I said I don't know. 13 Q: Yeah, I understand, but my question is a yes or 14 no question. I don't know is not a response. 15 A: And my answer is I don't know. 16 Q: Okay. But what I'm saying is, you're not 17 responding to my question. And we can figure 18 out how to get you to respond if you want to, 19 but I don't think that's necessary. All I'm 20 asking is a yes or no question. Do you think 21 that's right or it's wrong, yes, or no, is — 22 A: I don't know. 23 Q: — is it right? 24 A: I don't know. 25 MR. PARKER: Bill, are we going to have to call a
Page 66 1 A: I don't know. At that time, I don't know. 2 Q: Okay. Do — so you — what are you saying 3 about you didn't know at that time? I — I'm 4 not following you. 5 A: I'm a lot better than I was at that time. 6 Q: Okay. Well, I'm glad of that. So you — 7 you're telling me, though, today that you — 8 you didn't — okay. Well, let me back — as of 9 today, then, when you're better, what do you 10 understand your obligations under the contract 11 to be? 12 A: I don't know. 13 Q: Did — today, now that you're better — 14 A: I understand. 15 Q: — did you — do you think that you're — you 16 are obligated to sign a deed to Mr. Shirey? 17 A: At what point? 18 Q: When he paid you the money. 19 A: He did not. 20 Q: Okay. I understand that's what you're saying, 21 but I'm asking you. Let's assume that he did 22 ... 23 A: I don't like to assume. 24 Q: Okay. Well, I won't assume then. 25 A: Uh-huh (affirmative response).	Page 68 1 judge. 2 MR. PYATT: But -- but I think -- I think -- I think 3 that -- that your question is ... 4 MR. PARKER: Does she think it's right or not? 5 MS. BISHOP: And he's asking me if it's in my -- in 6 the state of mind as of now. 7 MR. PYATT: But I thought -- I thought she said that 8 she did -- she didn't authorize anyone to put 9 any vaults there, that -- that those people 10 were practicing, so are you asking her ... 11 MR. PARKER: Huh? What did you -- what now? 12 MR. PYATT: I mean, repeat your question now. 13 Q: My question was, does she think it's right to 14 have people digging up holes and burying stuff 15 in it. I mean, she can say that I didn't -- I 16 didn't dig up holes and didn't put stuff in it. 17 A: I did not. I did not dig holes and put stuff 18 in it. 19 Q: You told me that you at least put paper in 20 there. 21 A: Paper is paper and that's what's back there. 22 Q: Okay. 23 A: And if anything else is back there, I do not 24 know. 25 Q: Okay. But what I'm saying is -- is that you

17 (Pages 65 to 68)

Page 69	Page 71
1 did say that you dug the holes and you put at 2 least paper in there. 3 A: I said we dug ... 4 Q: And then my question is: -- 5 A: Uh-huh (affirmative response). 6 Q: -- is that right? 7 A: I said we dug a hole and put paper in a hole. 8 Q: Okay. 9 A: I didn't say we dug several holes and put paper 10 in all holes. 11 Q: Okay. 12 A: I said that the holes that were back there, 13 were practicing -- were for practice for my 14 grave diggers to dig graves. 15 Q: For a business that you had shuttered in 16 January and February? 17 A: Other people need grave diggers and I had 18 property. If they want to practice with my 19 backhoe, so let them. 20 Q: All right. Well, if you think somebody is 21 going to buy that, that's fine. 22 A: It's not for sale. I'm just telling you what 23 I feel. 24 Q: Okay. I'm -- whatever. When Ms. Bishop (sic) 25 was making payments on the mortgage, was she	1 extending the closing beyond August 12th? 2 A: No. 3 Q: Were you presented a written extension to sign 4 on the 12th? 5 A: Not to my knowledge. 6 Q: Okay. Were you offered any money on the 12th? 7 A: No. 8 Q: Were you willing, able, and ready to close on 9 the 12th? 10 A: No. 11 Q: On the -- on the day that was -- I'm talking 12 about -- 13 A: No. 14 Q: -- the day before. 15 A: No. 16 Q: Did they call you to come in on the 12th? 17 A: That was the day of the contract. 18 Q: Right, but did you -- did you -- were you 19 present at Pope & Hudgens on the 12th? Did you 20 come -- did you come to this law firm to close 21 at some point -- 22 A: I signed -- yes, I signed the -- it's one of 23 the papers. These dates are not -- I can't 24 keep up with the dates. 25 MR. PARKER: Here's the other exhibits, if you
Page 70	Page 72
1 making the payments to you and then you were 2 paying the bank? 3 A: No. 4 Q: Okay. Did she ever do that? 5 A: No. 6 Q: Okay. 7 MR. SHIREY: Robinson? 8 MR. PARKER: Yeah, I mean, okay. 9 Q: So if Ms. Robinson said that she did make some 10 payments directly to you, is she mistaken? 11 A: I don't know. If that's what she said, maybe 12 that's what she did, but I don't know. I can't 13 speak for her. She's not here. 14 Q: Right. I mean, she was the one making the 15 payments. 16 A: True, so she would know. 17 Q: Right. Okay. Has Ms. Robinson ever told you 18 what she plans to do with the property? 19 A: Never asked. 20 Q: Okay. All right. That's all I've got. Thank 21 you. 22 A: Thank you. 23 MS. BISHOP - EXAMINATION BY MR. PYATT: 24 Q: Ms. Bishop, did you -- did you sign an 25 extension to this land purchase agreement	1 needed those. 2 Q: Okay. So you signed this on the -- May 20, 3 2015? 4 A: Uh-huh (affirmative response). 5 Q: That's the only thing that you signed? 6 A: Uh-huh (affirmative response). 7 Q: Okay. No further questions. 8 MR. PARKER: Okay. Thank you much. 9 (There being no further questions, the deposition 10 concluded at 3:52 p.m.)

18 (Pages 69 to 72)

Transcript of the Testimony of
CASSANDRA L. ROBINSON

Date: August 11, 2016



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

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Page 1

1 STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
2 COUNTY OF NEWBERRY) C/A #: 2015-CP-36-00443
3 Robert G. Shirey,)
4 Plaintiff,)
5 v.)
6 Gwen G. Bishop, Cassandra)
7 Robinson and T.D. Bank, N.A.,)
8 Defendants.)
9 _____)
10
11 DEPOSITION OF
12 CASSANDRA L. ROBINSON
13 *****
14 Thursday, August 11, 2016
15 11:08 a.m. - 1:51 p.m.
16
17 The deposition of CASSANDRA L. ROBINSON, taken
18 on behalf of the Plaintiff at the law offices of POPE
19 AND HUDGENS, P.A., 1508 College Street, Newberry,
20 South Carolina, on the 11th day of August, 2016
21 before Carla S. Dominick, Court Reporter and Notary
22 Public in and for the State of South Carolina,
23 pursuant to Notice of Deposition and/or agreement of
24 counsel.
25

Page 3

1 Plaintiff's Exhibit Number Five.....43
(Land Purchase Contract for property at 242
2 Power Station Road, Newberry, SC, between
Gwen Bishop & Robert Shirey; dtd 5/20/15)
3
4
5 STIPULATIONS
6 It is stipulated and agreed that this
deposition is being taken pursuant to the South
Carolina Rules of Civil Procedure.
7
8 It is stipulated by and between counsel and the
witness that the reading and signing of the following
deposition be, and the same are, hereby not waived.
9 Signature sheet is attached at page 143.
10
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12
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17
18
19
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21
22
23
24
25

Page 2

1 APPEARANCES
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13 Attorney for the Defendants
14 pyattlaw@pyattlawfirm.com
15 ALSO PRESENT:
16 Robert G. Shirey, Plaintiff
17
18 INDEX PAGE:
19 MS. ROBINSON.....EXAMINATION.....4
20 MR. PARKER.....EXAMINATION.....141
21 MR. PYATT.....EXAMINATION.....141
22 Signature Sheet.....143
23 Certificate.....144
24
25 EXHIBITS
26 Plaintiff's Exhibit Number One.....16
(Aerial Photo of property)
27 Plaintiff's Exhibit Number Two.....27
(General Warranty Deed for property at 242
28 Power Station Road, Newberry, SC, between
29 Cassandra Robinson & Gwen Bishop;
30 dtd 8/13/15)
31 Plaintiff's Exhibit Number Three.....31
(Land Sale Contract for property at 242
32 Power Station Road, Newberry, SC, between
33 Cassandra Robinson & Gwen Bishop;
34 dtd 4/25/12)
35 Plaintiff's Exhibit Number Four.....37
(Land Sale Contract for property at 242
36 Power Station Road, Newberry, SC, between
37 Cassandra Robinson & Gwen Bishop;
38 dtd 8/13/15)
39
40
41
42
43
44
45

Page 4

1 CASSANDRA L. ROBINSON, having been duly sworn,
2 deposes and testifies as follows:
3 MS. ROBINSON - EXAMINATION BY MR. PARKER:
4 Q: Okay. Ms. Robinson, I'm Kyle Parker. I --
5 A: Uh-huh (affirmative response).
6 Q: --- practice with Pope and Hudgens and I
7 represent Mr. Robert Shirey in this proceeding,
8 and so we're going to take your deposition
9 today, and it's not anything where I'm trying
10 to trick you or trap you in any kind of way.
11 I'm just getting your side of the story.
12 A: Uh-huh (affirmative response).
13 Q: And so if I ask you something and you don't
14 understand it, just -- understand the question,
15 just tell me to rephrase it, and I'll be happy
16 to do that. If you need to take a break at any
17 point in time, just tell me that.
18 A: Okay.
19 Q: And we'll certainly accommodate you there. Now
20 I'm sure Mr. Pyatt has talked to you about it,
21 but now that the deposition has begun, if we do
22 take a break, you can't talk to Mr. Pyatt about
23 your testimony. You can talk to him about the
24 weather or anything else, but not about your
25 testimony. Do you understand that?

1 (Pages 1 to 4)

Page 5 1 A: Yes. 2 Q: Okay. And let's see. Ms. Robinson, where are 3 you from? 4 A: Charleston. 5 Q: Okay. And where do you live? 6 A: Charleston. 7 Q: Give me your address, please. 8 A: Charleston -- well, I was -- I grew up in 9 Florence, but -- 10 Q: Okay. 11 A: -- 113 Larkspur Drive, Goose Creek, South 12 Carolina, well, Charleston area. 13 Q: Yeah, I understand. 14 A: Yeah. Goose Creek, South Carolina. 15 Q: Okay. Are you married? 16 A: Yes. 17 Q: Okay. What's your husband's name? 18 A: James Robinson. 19 Q: Okay. And do you have children? 20 A: Yes. 21 Q: How many? 22 A: Two. 23 Q: Okay. Where do they live? 24 A: Charleston. 25 Q: Okay. And as far as family in Newberry, can	Page 7 1 A: Yes. 2 Q: Okay. Did you get any degrees when you went to 3 college? 4 A: Yes. 5 Q: Okay. Will you tell me about those? 6 A: Okay. I went to -- well, I've been to several 7 colleges. I got a degree from Clemson 8 University. 9 Q: Uh-huh (affirmative response). 10 A: I got a degree from Meharry Medical College and 11 those I think was the only two places I got a 12 degree from. 13 Q: Okay. What kind of degree did you get from 14 Clemson? 15 A: Bachelor of Science. 16 Q: Okay. And what was that in, Bachelor of 17 Science? 18 A: Zoology. 19 Q: Okay. And you said you went to a medical 20 college? 21 A: Yes. 22 Q: And what -- what kind of degree did you get 23 there? 24 A: I got two, a Master of Science and Public 25 Health and a Ph.D. in Pharmacology.
Page 6 1 you -- do you have any? 2 A: Yes. 3 Q: Can you tell me who they are? 4 A: Oh. 5 Q: And if there's a bunch -- 6 A: Yeah. 7 Q: -- just tell me what their last names are? 8 A: Bishop, Koon. 9 Q: Uh-huh (affirmative response), and the Koon, is 10 that spelled with a K? 11 A: Yes. 12 Q: Okay. And is that the only names? 13 A: Some may have gotten married. 14 Q: Uh-huh (affirmative response). 15 A: So I don't know. 16 Q: You wouldn't know their ... 17 A: I mean, I -- I don't know. I can't -- I can't 18 tell you right offhand. 19 Q: You wouldn't know their married name in other 20 words? 21 A: Right. 22 Q: Okay. Tell me about your education. Did you 23 graduate high school? 24 A: Yes. 25 Q: Okay. Have you had any college?	Page 8 1 Q: Okay. And so are you a pharmacist? 2 A: No. 3 Q: Okay. Have you ever been a pharmacist? 4 A: No. 5 Q: Okay. Well, what do you do for a living? 6 A: I teach school. 7 Q: Okay. Now I've -- I think I understood from 8 Mr. Pyatt that there's a trucking company 9 somewhere involved in your family. Is that 10 true? 11 A: Yes. 12 Q: Okay. Is that your trucking company or -- or 13 whose is it? 14 A: Yes, it's mine. 15 Q: Okay. What's the name of it? 16 A: J&R Trucking and Associates. 17 Q: Okay. And so who -- who's running the trucking 18 company while you're teaching school? 19 A: My husband. 20 Q: Okay. And does your husband do any other kind 21 of work? 22 A: No. 23 Q: Okay. All right. So your husband is running 24 the -- the trucking company, but the trucking 25 company is yours?

2 (Pages 5 to 8)

Page 9	Page 11
1 A: Yes. 2 Q: Is that what you're saying? 3 A: Yes. 4 Q: Okay. All right. And tell me what that trucking company does? 6 A: We haul freight. 7 Q: Okay. And you haul it from the port in Charleston to just anywhere they want it to go? 9 A: Yes. 10 Q: And do you go cross country, I mean, how -- how does that work? 12 A: What do you mean cross country? 13 Q: I mean, how far are you hauling the freight? 14 A: Are you hauling it all the way across the country or are you staying in this region, or what? 17 A: Well, it depends -- 18 Q: Uh-huh (affirmative response). 19 A: -- on the price. 20 Q: Oh, sure. 21 A: But we usually stay local or not far. 22 Q: Right. Okay. And how often do you have a chance to get to Newberry? 24 A: It depends on what we have going on. 25 Q: Yeah.	1 Q: I understand. 2 A: Yeah. 3 Q: Now if you're looking for work as a teacher, is that because you're thinking about moving to Newberry? 6 A: I don't know. It's just -- it may be a possibility. 8 Q: Yeah. 9 A: I don't know. 10 Q: Well, I mean, you -- you're either thinking about it or you're not and so are you thinking about it? 13 A: Well, I don't know. It has crossed my mind. 14 Q: Okay. 15 A: I don't -- I don't know if I'll actually do it. 16 Q: Okay. Right. I was going to ask you how serious has that thought about moving to Newberry gotten? 19 A: It has increased. 20 Q: Okay. 21 A: Yes, it -- it has really increased. 22 Q: Okay. Talk to me about your relationship to Gwen Bishop. 24 A: That's my aunt. 25 Q: Okay.
Page 10	Page 12
1 A: And so I can't say. 2 Q: Well, as a general matter, say over the last few years, how many times a year would you come to Newberry? 5 A: I don't know. I -- I really don't know. 6 Q: Would you say it's frequent or infrequent? 7 A: No, it's pretty frequent. 8 Q: Okay. Well, just put -- put a number on it? How many times a year? 10 A: It just depends. I -- I can't put a number. 11 A: I -- I don't know. 12 Q: Okay. Well, but you say it's frequent. What kind of things would you be coming up here for? 14 A: For business. 15 Q: Uh-huh (affirmative response). 16 A: For family. 17 Q: Uh-huh (affirmative response). 18 A: And just to get away. 19 Q: Uh-huh (affirmative response). Now with business, what kind of business would you be taking care of in Newberry? 22 A: Looking for work. 23 Q: Uh-huh (affirmative response). Okay. As a teacher or with the trucking company? 24 A: With both.	1 A: Uh-huh (affirmative response). 2 Q: And she's your aunt how, if you don't mind me asking? I mean, how is she's your aunt -- your aunt -- how is she related in that sense? 5 A: She married into the family. 6 Q: Okay. So her husband is related to your family? 8 A: Yes. 9 Q: Okay. And so how was Mr. Bishop related to your family? 11 A: That was my uncle. 12 Q: Right. But how is your -- is he -- 13 A: Related to -- 14 Q: -- your mama's brother or your daddy's brother? 16 A: That was my father's brother. 17 Q: Okay. 18 A: Uh-huh (affirmative response). 19 Q: And so your middle initial B is for Bishop? 20 A: Yes. 21 Q: Okay. All right. 22 A: My middle initial is L. 23 Q: Okay. 24 A: But you said B. 25 Q: Okay.

3 (Pages 9 to 12)

Page 13	Page 15
1 A: But that's just my maiden name. 2 Q: Right. Okay. 3 A: Bishop. 4 Q: All right. 5 A: Uh-huh (affirmative response). 6 Q: Well, that's what I was getting at. 7 A: Okay, yeah. 8 Q: Okay. Now describe to me your relationship 9 with Ms. Bishop. Are you close, not close that 10 kind of thing? 11 A: She's my -- she's my aunt. 12 Q: Right. 13 A: So we -- we're family. 14 Q: Right. 15 A: So yeah, I guess, yeah, I guess we're close. 16 We're family. We're -- 17 Q: Uh-huh (affirmative response). 18 A: That's my aunt. 19 Q: I mean, I know you -- you're hesitant to give 20 me numbers on how frequently you've been to 21 Newberry, but can you tell me how frequently 22 you see Ms. Bishop? 23 A: I can't. I can't. 24 Q: Okay. Would you see her once a month? 25 A: Sometimes more.	1 but the next one. 2 Q: Uh-huh (affirmative response). 3 A: We may see each other three or four times a -- 4 I mean, so I -- 5 Q: Well, let me ask you -- 6 A: -- over the year, I guess ... 7 Q: -- let me ask you this, Ms. Bishop's husband 8 passed, is that right? 9 A: Yes. 10 Q: So your -- your uncle passed away. Do you 11 remember when that was? 12 A: I can't give you a date, no. 13 Q: I mean, has it been months or years? 14 A: Oh, it's been -- it's been years. 15 Q: Okay. Would you say it's been five years? 16 A: I don't know. I can't give you -- unless I 17 actually see -- like I just -- I don't remember 18 the actual date that he passed to be honest 19 with you. 20 Q: I understand. Would you say that you -- your 21 visits with Ms. Bishop have increased or slowed 22 down after your uncle's death? 23 A: Increased or about the same to increase. 24 Q: Okay. Well, I mean, I -- I -- Ms. Bishop is 25 going to be here later. I can ask her about
Page 14	Page 16
1 Q: Uh-huh (affirmative response). 2 A: It just depends. 3 Q: Like physically see her? 4 A: Yeah. 5 Q: Okay. 6 A: Physically see her. Sometimes it's more. 7 Q: And when you see her, is she coming to you or 8 you going to her? 9 A: Both. 10 Q: Okay. So she's -- 11 A: Yeah. 12 Q: -- she's visited you in Goose Creek? 13 A: Yes. 14 Q: Okay. And -- and she does that often? 15 A: I don't -- I can't -- I can't put a number on 16 how many times she's actually been there. I 17 don't -- I -- I mean, I don't know how many 18 times she's been there, you know, over a year. 19 Q: That's okay. Would you describe it as often or 20 not? 21 A: What do you consider often? 22 Q: Well, I mean, I'm asking you. 23 A: I -- I don't -- I don't know. I mean, it's in 24 spurts. We may come see each other a couple a 25 times a month and then maybe not next month,	1 it. 2 A: Uh-huh, yeah. 3 Q: Okay. And however you want it. 4 MADAME COURT REPORTER: Is here okay? 5 MR. PARKER: Yeah, that's fine. 6 (Plaintiff's Exhibit Number One was marked for 7 identification purposes.) 8 Q: Okay. I'm going to show you what's been 9 labeled Plaintiff's Exhibit One. 10 A: Uh-huh (affirmative response). 11 Q: And does that appear to be an aerial photo of 12 the property that this proceeding is about? 13 A: It's on Power Station Road and it's -- huh-uh 14 (negative response) -- from the top view -- 15 MR. PYATT: Are you referring to the one in the 16 blue? 17 MR. PARKER: Yeah, that's right, uh-huh. 18 A: Oh, okay. Because I was looking up here -- I 19 said, that don't really look like -- 20 Q: Okay. 21 A: -- that was ... 22 Q: I'm sorry. 23 A: Okay. 24 Q: I should've pointed that out. 25 A: This is a top view -- the -- the blue looks

4 (Pages 13 to 16)

Page 17	Page 19
1 more, yeah, the blue looks like that would be 2 -- yeah. The top view -- 3 Q: Okay. Let -- 4 A: -- from what I can see -- 5 Q: -- let me just represent to you that the -- 6 the blue rectangle there with the numbers 294- 7 23 -- 8 A: Uh-huh (affirmative response). 9 Q: -- that is an aerial photo of -- of the 10 property that this proceeding is about. 11 A: Uh-huh (affirmative response). 12 Q: Okay. Do you know who owns the surrounding 13 properties, 294-24, 294-20? Do you -- do you 14 know who owns those properties? 15 A: Well, I -- I have never looked it up, but it's 16 my understanding your client does. 17 Q: Okay. So Mr. Shirey owns those properties, is 18 your understanding -- 19 A: Yeah. 20 Q: -- that he owns ... 21 A: It's my understand, yeah. 22 Q: Okay. Now do you know who owns the property 23 that is further down Power Station Road away 24 from the highway? In other words, if you went 25 past Mr. Shirey's property and past the	1 two sides by Mr. Shirey, right? 2 A: Uh-huh (affirmative response). That's -- 3 Q: Is that your understanding? 4 A: -- that's what you say, yes. 5 Q: Okay. 6 A: That's what you said, so ... 7 Q: No, you -- you said that was your 8 understanding. 9 A: Yeah. 10 Q: So -- and that's the question. It's your 11 understanding that -- 12 A: Yeah. 13 Q: -- Mr. Shirey owns on two sides there? 14 A: Yes, I have not -- I have not looked it up, 15 though. 16 Q: Okay. And then on the -- the one side is -- is 17 -- got a road there, right? And ... 18 A: Going this way, yeah, that's right. 19 Q: Right. 20 A: Correct. 21 Q: Okay. And so it -- would you say that, that 22 property is a little bit isolated? 23 A: I don't under -- isolated how? 24 Q: Well, it's -- you would agree that it's 25 relatively off of the highway, right?
Page 18	Page 20
1 property that's in blue, do you know who owns 2 that property behind there? 3 A: No, I don't. 4 Q: Okay. All right. Well, that's -- I'll 5 represent to you that, that's Duke Energy that 6 owns that. 7 A: Yeah. 8 Q: And ... 9 A: I never looked it up. 10 Q: Okay. So it -- it's fair to say, then, that 11 this property is sort of surrounded by Mr. 12 Shirey and then Duke Energy has got a -- a 13 Power Station back there, is that your 14 understanding? 15 A: Well, that's what you said. You said it was 16 owned -- I don't know if it's -- you said it 17 was owned by Duke, so ... 18 Q: Okay. 19 A: Yeah. 20 Q: Have you got any reason to think I'm making 21 that up? 22 A: I don't know. 23 Q: Okay. 24 A: I don't -- you know. 25 Q: But in any event, it's surrounded on at least	1 A: Oh, I don't know how long that is, but yeah, if 2 that's the high -- yeah, that is the highway, 3 so I don't know what the mileage is going from 4 the highway to the property. 5 Q: Okay. But it is -- 6 A: But it has these little -- 7 Q: Uh-huh (affirmative response). 8 A: -- businesses around it or ... 9 Q: Right. Do -- do you have any understanding 10 about who owns those properties, the one -- the 11 ones you were just referring to? 12 A: Yeah, you just asked me and I ... 13 Q: Okay. So I -- I was just making sure you were 14 pointing to the ones that -- that we were 15 talking about. So you -- you would it is -- it 16 is -- it has no frontage on the highway, right? 17 A: Well, it's -- it's facing Power Street, is that 18 what you're -- are you talking about this 19 street right here (indicating)? 20 Q: Right. Do -- do you know which highway is 21 shown on Plaintiff's One with the red line 22 going through the middle of it? 23 A: I can't tell you right now what highway that 24 is, but ... 25 Q: If -- if I refresh your memory, would Highway

5 (Pages 17 to 20)

Page 21	Page 23
1 21 - 121 sound right, 121 and 34? 2 A: I don't know. All I know is this the highway. 3 I'm not good with - with highways. I'll be 4 honest with you. Even going home, I can - I 5 know how to get there and I know I can go to 6 Saluda and all that from there, but - 7 Q: Okay. 8 A: - I can't - I can't ... 9 Q: But whatever that highway is - 10 A: Uh-huh (affirmative response). 11 Q: - you agree that this property has no 12 frontage on that highway, right? 13 A: Right. 14 Q: Okay. And so what we have is this Power 15 Station Road. Have you ever been down Power 16 Station Road? 17 A: Yes. 18 Q: Is it paved? 19 A: Huh-uh (negative response), it gets kind of - 20 it's kind of rocky right here (indicating). 21 Q: Yeah. 22 A: Really, really rocky and it's - 23 Q: So it's - 24 A: - it's not good. I mean, well, it's not 25 really good. It's not - it's not really a	1 A: Yeah. 2 Q: Okay. So it - it's not well-maintained is 3 what you're getting at? 4 A: Especially not. I think they could do a little 5 better. It does have some - it's not, you 6 know, it's not really, really bad. 7 Q: Uh-huh (affirmative response). 8 A: You know, you can get in there and out of 9 there, but - 10 Q: Uh-huh (affirmative response). 11 A: - I've seen better. 12 Q: Uh-huh (affirmative response). And you 13 mentioned that you didn't pay attention to it 14 when you go down that road, how often do you go 15 down that road? 16 A: I - I usually drive down it every time I come 17 to town. 18 Q: Uh-huh (affirmative response). Okay. And I 19 mean, what are you doing when you do that? 20 A: What you mean, driving down it? 21 Q: Yeah, what - what - 22 A: I'm just riding - 23 Q: - what is your purpose of going down the 24 road? 25 A: Oh, to this place right here (indicating).
Page 22	Page 24
1 good paved - it's not really a good paved - 2 paved road. 3 Q: - it's not a good, well-maintained road? 4 A: Right. It's not - 5 Q: Okay. 6 A: - I mean ... 7 Q: All right. 8 A: Yeah, but it is - it has a little - I mean, 9 it has something on it. I can't remember. 10 Q: Uh-huh (affirmative response). Would - would 11 you say or characterize it as - as a gravel 12 road? 13 A: Would - and that means that it has - 14 Q: Gravel. 15 A: - gravel on it. Actually, I don't pay it 16 much attention - 17 Q: Okay. 18 A: - going down that road. 19 Q: All right. But - 20 A: I know it's not really - it's not, you know - 21 - 22 Q: Are you saying it's not well-maintained? 23 A: It's not - it's not like this road here 24 (indicating). 25 Q: Right.	1 Q: To do what? 2 A: To - to this place. Just to check it out. To 3 look at it. 4 Q: Okay. All right. Have you done that recently? 5 A: Yes. 6 Q: How recent? 7 A: Every time I come to town. I - I was here - 8 what's this August, last month. 9 Q: Okay. 10 A: I looked at it. 11 Q: All right. Okay. So what we've got is this 12 property that has no frontage on Highway 121 or 13 34 - 14 A: Uh-huh (affirmative response). 15 Q: - and is serviced by a road that could be 16 better maintained at the - at least at the 17 start of it off of Highway 121, is that right? 18 Is that what you're saying? 19 A: Say that again. 20 Q: The - the property that we're talking about - 21 - 22 A: Uh-huh (affirmative response). 23 Q: - the one that's highlighted in blue there. 24 A: Uh-huh (affirmative response). 25 Q: Is - or does not have any road frontage on

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Page 25	Page 27
1 Highway 121 — 2 A: Uh-huh (affirmative response). 3 Q: — but is serviced by a road, Power Station 4 Road, that could be better maintained, at least 5 at the beginning, is that right? 6 A: Well, it could be maintained all the way, but 7 yes. 8 Q: Okay. 9 A: Uh-huh (affirmative response). 10 Q: Now what — what do you plan to do if you were 11 able, I mean, if the ultimate outcome of this 12 case was that you — you get to keep this 13 property — 14 A: Uh-huh (affirmative response). 15 Q: — what you going to do with it? 16 A: I don't know. That's what's going through my 17 mind now. I don't know. 18 Q: Uh-huh (affirmative response). 19 A: I've had, you know — 20 Q: I mean, what — 21 A: — several — 22 Q: — I mean, are you going to run a business on 23 it? Are you going to sell it? What you going 24 to do? 25 A: I don't know. I don't ...	1 Q: No, no, what — what is it that you have been 2 going towards in your mind? 3 A: I — a multitude of things. I — vaults, 4 trucks. 5 Q: Okay. Building vaults or — or having trucks 6 like with the trucking company kind of thing? 7 A: Yes. 8 Q: Okay. All right. Now since you've had the 9 deed that we'll talk about a little bit later 10 from Ms. Bishop, have you taken out a mortgage 11 or anything such as that on — on this 12 property? 13 A: No, what — what deed are you talking about 14 now? 15 Q: Let me — 16 A: Okay. 17 Q: — show it to you. 18 (Plaintiff's Exhibit Number Two was marked for 19 identification purposes.) 20 Q: All right. So I'm going to show you what's 21 been labeled Plaintiff's Two. 22 A: Okay. 23 Q: After you look at it, tell me what it is? 24 A: Okay. Yeah. Yeah, this is — yeah, this is 25 the deed that I did.
Page 26	Page 28
1 Q: So you never thought about it? 2 A: Yes, I have thought about it. 3 Q: Okay. Well, I mean, what are your thoughts? 4 What do you have an idea about doing with it? 5 A: Running a business. 6 Q: Okay. What kind of business? 7 A: I don't know. 8 Q: Uh-huh (affirmative response). 9 A: I don't know. 10 Q: Okay. So you haven't put a lot of thought into 11 it? 12 A: Yes, I have. 13 Q: Okay. Well, — 14 A: I've even started moving on it, so yeah. I 15 have — 16 Q: Okay. So if you — 17 A: — a lot of — 18 Q: — if you — did I understand you to say that 19 you've been moving on it, is that — 20 A: No, when I say moving on it, in my mind — 21 Q: Okay. 22 A: — I've been going in the direction of what 23 actually we're going to do with this property. 24 Q: Well, that's my question. What is that? 25 A: Yeah. What is this?	1 Q: Okay. 2 A: Uh-huh (affirmative response). 3 Q: All right. 4 A: Yes, that's the one. 5 Q: Let — let's back up a little bit. 6 A: Uh-huh (affirmative response). 7 Q: All right. So this is a deed — did I 8 understand you said that you did? 9 A: No, this is the one that — let me see. No. 10 Yes, it is. No, I didn't — well, huh-uh 11 (negative response), this was — this was what 12 they sent me from when I turned in — let me 13 see. I don't remember. I mean, I remember 14 having this. 15 Q: Uh-huh (affirmative response), what — when you 16 say this, what — what is — what is it? 17 That's my question. 18 A: I remember signing — signing these — signing 19 — oh, I'm sorry. 20 Q: That's okay. 21 A: That — that — that's all — tax paper to it. 22 This looks like a copy of what they sent me. 23 What the — when I took it to the — oh, I 24 can't think of the name of the place now. This 25 is a — looks like a copy of what they sent me

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1 with all these signatures on it. I didn't bring 2 mine. 3 Q: Okay. 4 A: This deed looks like a copy of it. 5 Q: Okay. So what is your understanding of what 6 that deed does? 7 A: This -- my understanding of what this deed does 8 is that this deed, on the date that it was 9 signed, gave me rights to that -- to that 10 property. 11 Q: Okay. And so since that time -- since you got 12 those rights in the property, have you, 13 yourself, placed a mortgage on -- 14 A: The property. 15 Q: -- the property? 16 A: No. 17 Q: Okay. Do you know if you have any judgments 18 against you? 19 A: No. 20 Q: Okay. No, you don't know or no, you don't have 21 any? 22 A: Not to my knowledge, I don't. 23 Q: Okay. All right. So now you said that it 24 looks like a copy of the deed that they sent 25 you, is that right? Is that what you said?	1 Q: Uh-huh (affirmative response). 2 A: -- a while back. 3 Q: Uh-huh (affirmative response). Can we go off 4 the record for a second? 5 (Off the Record) 6 Q: All right. So -- 7 MR. PYATT: If you can talk towards that mic. 8 MR. PARKER: Okay. 9 A: Yeah, that's what I missed. That's what I 10 figured this was for because I missed and put 11 this over ... 12 Q: Okay. I'm going to show you -- 13 A: Uh-huh (affirmative response). 14 Q: -- what will be labeled Plaintiff's Exhibit 15 Three. 16 (Plaintiff's Exhibit Number Three was marked for 17 identification purposes.) 18 A: Okay. I see. 19 Q: You -- you mentioned -- 20 A: -- Two and Three. 21 Q: -- that you had some contracts. 22 A: Yes. 23 Q: Take a look at Plaintiff's Three and tell me 24 what that is? 25 A: Yeah, this is the one that I did initially.
Page 30	Page 32
1 A: I can't -- yes, the -- 2 Q: Okay. 3 A: -- yeah. 4 Q: My question is who was -- who is they? 5 A: That's what I was saying. I couldn't remember 6 the -- when I took it to the -- the county 7 clerk's -- 8 Q: Uh-huh (affirmative response). 9 A: -- and I don't -- I don't know. Is that the 10 name of the building, the county clerk or 11 whatever? 12 Q: Sure. 13 A: Sent me -- 14 Q: Okay. 15 A: -- a copy of it. 16 Q: All right. Okay. So we'll -- we'll talk a 17 little more about that in detail in a little 18 bit. Let's see. Now when you got the deed, 19 which is Plaintiff's Two, what did -- was that 20 the first time you ever had any rights in that 21 property? 22 A: What do you mean Plaintiff Two? What is -- no, 23 I had -- initially we made an agreement -- 24 Q: Uh-huh (affirmative response). 25 A: -- for that property --	1 Q: Uh-huh (affirmative response). Okay. And -- 2 and you said that this is the one that you did 3 initially. What do you mean by that? 4 A: This is the one we signed initially. 5 Q: Okay. 6 A: Before we did this one. 7 Q: Okay. And who -- who drafted this contract? 8 A: Exhibit Two, Three? 9 Q: Three. 10 A: Three? 11 Q: Uh-huh (affirmative response). 12 A: I did. 13 Q: Okay. And so what is your understanding about 14 the -- what -- what you were paying for under 15 this -- I mean, how much you were paying under 16 this contract? 17 A: My understanding -- can you say that question 18 again? You want to know how much -- 19 Q: Yeah, under that contract -- 20 A: Yes. 21 Q: -- Plaintiff's Three. 22 A: Uh-huh (affirmative response). 23 Q: -- how much -- well, let me back up. Under 24 this contract -- 25 A: Uh-huh (affirmative response).

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Page 33	Page 35
1 Q: — what — what's happening? If it would've 2 followed through, what would've happened? 3 A: I would eventually had Power Station. 4 Q: Okay. So you would've been buying 242 Power 5 Station Road? 6 A: Yes. 7 Q: Okay. And so my question is, what is your 8 understanding about how much this contract 9 requires you to pay for it? 10 A: This — my understanding was this contract 11 required me to pay out whatever was left on the 12 — the — the building. 13 Q: Okay. Left on what? 14 A: The building. I don't understand your 15 question. 16 Q: I — I don't either. I don't understand your 17 answer. So — 18 A: Ask the question again. 19 Q: — you — you were going to pay what was left 20 on the building. What does that mean? 21 A: Pay the total amount remaining balance. 22 Q: Well, are you — are you talking about a — a 23 mortgage or something? 24 A: I was going to pay her — 25 Q: Uh-huh (affirmative response).	1 Q: Okay. All right. So talk to me about how this 2 contract came about, you know, who — who 3 approached who about it, what was said, that 4 kind of thing? 5 A: This was in 2012. 6 Q: Right. 7 A: I don't — I — I don't remember who approached 8 who first. 9 Q: Uh-huh (affirmative response). 10 A: Like I said, it was in 2012. 11 Q: Okay. 12 A: And I — I — I can't — I can't remember. 13 Q: Now is it true that paragraph one says that 14 you, as the buyer, were going to be make — be 15 making payments of \$2080.77 a month? 16 A: Yes, that's what she's — 17 Q: Okay. 18 A: — yeah. 19 Q: And so you don't remember why this contract or 20 how this contract came about where you're going 21 to be paying \$2000 a month? 22 A: Well, it — well, it was that I was supposed to 23 — seemed like I — like I said, it's — it's 24 been a — it's been a while. 25 Q: Uh-huh (affirmative response).
Page 34	Page 36
1 A: — the amount that — the amount that she had 2 to pay for the building. 3 Q: Okay. And ... 4 A: That's it. Did that answer your question? 5 Q: I — I guess. So what is your understanding 6 about what it was she had to pay? 7 A: She had — my understanding was that she had to 8 pay for the building. 9 Q: Uh-huh (affirmative response). 10 A: Pay the mortgage on the building. 11 Q: Okay. So she had to pay a mortgage on the 12 building? 13 A: Yes. 14 Q: And your understanding about what your 15 responsibilities under the contract, which is 16 Plaintiff's Three, is to pay that mortgage, 17 whatever it was? 18 A: Yeah, I was — yeah, I was buying — I was -- 19 yes, I was paying the mortgage. That was my 20 understanding. 21 Q: Okay. So is it fair to say that what you were 22 doing under this contract was essentially just 23 picking up the payments on the mortgage? 24 A: Let me see if I had something in there where I 25 gave her — yes.	1 A: But that's what I started off paying a month to 2 — for — for the building. 3 Q: Okay. 4 A: And since — let's see. But I can't remember 5 — before we did this. 6 Q: Uh-huh (affirmative response). 7 A: I cannot remember, right now, who — you know, 8 who initiated it. 9 Q: Okay. Well, why did — at that time, why did 10 you want to buy the property? 11 A: Well, for the same reason that I want it now. 12 I could do a business on it. 13 Q: Okay. All right. So now this contract, which 14 is Plaintiff's Three, was that contract ever 15 recorded? 16 A: No, it was not. 17 Q: Okay. And — all right. And so whatever 18 happened with this contract? 19 A: Well, it's — it's — it was still in effect. 20 Q: Uh-huh (affirmative response). 21 A: And then the next thing I know, I guess, she -- 22 she did a — she did another contract, but not 23 with me. 24 Q: Okay. When did you find out about that? 25 A: I don't remember.

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Page 37	Page 39
1 Q: Okay. 2 A: As far as the dates go, I really don't. It was 3 after this one. 4 Q: Oh, sure. 5 A: That's all I can tell you, but I -- I don't ... 6 Q: What did you say when Ms. Bishop told you about 7 the contract with Mr. Shirey? 8 A: Well, I don't remember what I said, but I know 9 I couldn't understand why she would go into a 10 contract with him, but I don't remember what I 11 said. 12 Q: Okay. But she did tell you about it, right? 13 A: Yeah, I'm sure she did. 14 Q: Okay. 15 A: Because other than that I wouldn't -- 16 Q: All right. 17 A: -- know. 18 (Plaintiff's Exhibit Number Four was marked for 19 identification purposes.) 20 Q: I'm going to show you what's going to be 21 labeled Plaintiff's Four and if you would take 22 a look at that and tell me what it is? 23 A: This is the same thing. It's a land sale 24 contract. 25 Q: Uh-huh (affirmative response). Did -- and does	1 -- because that's -- if I'm not mistaken, I 2 think this is the part that I've already given 3 her. 4 Q: Okay. When you say this, what do you -- what 5 do you mean? 6 A: Right here. This -- 7 Q: The \$33,000? 8 A: -- the \$33,000. 9 Q: Okay. So what you're telling me is, is that 10 the \$33,000 that is mentioned in here, is 11 \$33,000 worth of payments you had already made 12 towards the mortgage? 13 A: Yes. 14 Q: Okay. And was -- was this contract ever 15 recorded? 16 A: This -- this is -- yeah, this is the one I 17 took. This is similar to the one I took to the 18 clerk's -- I can't remember. I know I took -- 19 this is -- I -- I took this one along with this 20 -- well, I took this one along with -- I gave 21 it to the lady, yes. 22 Q: Uh-huh (affirmative response). So you're 23 telling me that this contract was recorded? 24 A: I don't know if she recorded it or not, but I 25 took -- I gave it to her because I had to go
Page 38	Page 40
1 this land sale contract deal with 242 Power 2 Station Road? 3 A: Yes. 4 Q: Okay. And if you'll look at the second page, 5 do you see your signature on that page? 6 A: Yes. 7 Q: Okay. And Ms. Bishop signed that, is that 8 right? 9 A: Yes. 10 Q: Okay. 11 A: It looks like her signature. 12 Q: All right. So under this contract, what were 13 you going to pay for the property? 14 A: Well, it says -- well, according to this -- 15 Q: Uh-huh (affirmative response). 16 A: -- I was going to still pay the remaining -- 17 Q: Uh-huh (affirmative response). 18 A: -- and the amount of \$33,000. 19 Q: All right. So I -- I'm going to sort of 20 summarize what you just said. So what the 21 contract says or your understanding of it is 22 that you were going to pay Ms. Bishop \$33,000 23 and assume the rest of the mortgage? 24 A: Let's see. The buyer agrees to purchase the 25 property for the amount of \$33,000. Because I	1 back and get a -- I remember this, I had to go 2 back and get a -- 3 Q: What's the date on that contract? 4 A: August 13, 2015. 5 Q: Okay. Do you know the Plaintiff, Mr. Shirey? 6 A: No. 7 Q: Okay. So you would've never told him about the 8 20 -- Plaintiff's Three or Plaintiff's Four, 9 would you? 10 A: No. 11 Q: Okay. So as far as you know, he had no idea 12 that those contracts existed? 13 A: Well, I don't know what he knew. 14 Q: As far as -- 15 A: And I said -- 16 Q: -- as far as you -- 17 A: -- as far -- 18 Q: -- know. 19 A: I -- I ... 20 Q: You didn't tell him. 21 A: No, I didn't tell him. 22 Q: Okay. Do you know or has anybody told you that 23 somebody else told him about that? 24 A: Did anybody tell me that somebody else told him 25 about it?

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Page 41 1 Q: Yeah. 2 A: About the ... 3 Q: In other words, has there been somebody else, 4 in talking to you -- 5 A: Uh-huh (affirmative response). 6 Q: -- relayed to you that they had told Mr. 7 Shirey about these contracts? 8 A: I don't know. I -- I don't -- I don't recall. 9 Q: Okay. But you didn't tell him? 10 A: No, I've never seen him. This is my first time 11 ever seeing him. 12 Q: I understand. Thank you. All right. And so 13 you -- given what the two contracts say about 14 what you're going to be -- or what you would be 15 paying for the property -- 16 A: Uh-huh (affirmative response). 17 Q: -- which I understand to be just you assuming 18 the mortgage, is that right? 19 A: Yes. 20 Q: Okay. So given what those two contracts say 21 about that in other words, the price that you 22 were going to pay, in your mind, that's a 23 reasonable price to pay for the property, is 24 that right? 25 A: Well, yes.	Page 43 1 money? 2 A: What you mean too much money? 3 Q: In other words, you weren't paying too much for 4 it, were you? 5 A: Too much -- too much money for the -- 6 Q: Right. 7 A: -- mortgage? No, I don't think I spent too -- 8 I don't -- I don't know now. I don't think so. 9 (Plaintiff's Exhibit Number Five was marked for 10 identification purposes.) 11 Q: Okay. I'm going to show you what's going to be 12 labeled Plaintiff's Five right? Yeah. Okay. 13 A: What was Plaintiff One? This -- 14 Q: Yeah. 15 A: -- this right here? 16 Q: Uh-huh (affirmative response). 17 A: Okay. 18 Q: Okay. And so take a look at that. When you 19 have a chance to figure out what it is, tell me 20 what it is? 21 A: Well, just looking at the title, it's a land 22 purchase contract. Let's see. Do you want me 23 to read it? 24 Q: No, I mean, I just want -- want you to tell me 25 what -- what it is.
Page 42 1 Q: Okay. 2 A: Well, yeah, that's a -- that's a -- that's a 3 reason -- well, that's what we came up with. 4 That's me assuming the mortgage because she 5 didn't want it anymore. 6 Q: Right. 7 A: Yeah. 8 Q: And that was reasonable to you? 9 A: To? 10 Q: The -- the -- assume -- so -- 11 A: To -- to finish -- 12 Q: -- to assume the mortgage. 13 A: -- assume the mortgage, yeah. 14 Q: So in other words to assume the mortgage as 15 payment for Ms. Gwen's deed that was a 16 reasonable price in your mind? 17 A: So you're asking me to assume the -- I think 18 that to assume this mortgage is a reasonable 19 price? 20 Q: Yes. 21 A: It's -- it's probably worth more than what was 22 left on the mortgage. 23 Q: Uh-huh (affirmative response). 24 A: But that's what she said she wanted, so ... 25 Q: Okay. But that didn't seem like too much	Page 44 1 A: Well, just looking at the title, it's a land 2 purchase contract. 3 Q: And if you read that first line where it says 4 this land purchase contract? 5 A: This land? 6 Q: Uh-huh (affirmative response). 7 A: Okay. 8 Q: Does it appear to be a copy of a land purchase 9 contract between Mr. Shirey and Ms. Bishop? 10 A: Yes. 11 Q: Okay. All right. So have you ever seen that 12 before? 13 A: That's what I was looking for. I've never read 14 this before. I don't know if -- is this a 15 different document? 16 Q: No, I just think you got another copy of it. 17 A: Okay. 18 Q: Yeah, you've got about three copies of it. You 19 can give one to ... 20 A: Okay. 21 Q: Give him the other one. One of these other 22 ones, yeah. There we go and let me hold that 23 one. 24 A: Okay. Yes, I think I have -- I have seen this 25 one.

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Page 45 1 Q: Okay. 2 A: I think. 3 Q: How -- how did you find out about this contract 4 between Ms. Bishop and Mr. Shirey? 5 A: Honestly, I can't remember. 6 Q: Uh-huh (affirmative response). 7 A: I can't remember how I found out. 8 Q: Is it fair to assume that Ms. Bishop would've 9 told you about it? 10 A: She would've had to because I haven't spoken 11 with him. 12 Q: Okay. 13 A: So I don't -- I can't recall -- 14 Q: Okay. 15 A: -- how it came about. 16 Q: Do you know when you found out about it? 17 A: I'm thinking on the 13th. I am not sure, but 18 I think it is on the 13th because I remember 19 coming up here. 20 Q: Uh-huh (affirmative response). Now what you're 21 telling me, when you say the 13th, what do you 22 mean by that? 23 A: I -- yeah. Well, I'm saying the 13th of 24 August. 25 Q: The 13th of August?	Page 47 1 Q: Okay. But you're not denying that you knew 2 about it before then, right? 3 A: I don't -- I don't remember. I don't remember 4 the exact -- the exact date. 5 Q: So you're not denying -- 6 A: Yeah. 7 Q: -- that you -- 8 A: Uh-huh (affirmative response). 9 Q: -- that you knew about it before that, right? 10 A: I -- I don't know. 11 Q: Okay. 12 A: Yeah. 13 Q: All right. Ms. -- Ms. -- 14 MR. PYATT: The last page is missing on it. 15 MR. PARKER: On what? 16 MR. PYATT: On this contract. 17 A: Yeah. 18 MR. PARKER: Okay. Well, I'll -- I'll get it in a 19 minute. 20 Q: All right. So Ms. Robinson, I need you to 21 answer my questions. 22 A: Okay. 23 Q: I understand that you're saying you don't know. 24 A: Yeah, I don't know. 25 Q: Well, my question is, you are not here today
Page 46 1 A: Yeah. 2 Q: Twenty? 3 A: Fifteen. 4 Q: Okay. And so what you're telling me is, is 5 that you -- you didn't find out about that 6 until August 13th? 7 A: I -- I don't -- I do not -- I'm going to be 8 honest with you, I do not remember when I first 9 found out about this. 10 Q: Okay. Well, a little while ago -- 11 A: But I ... 12 Q: -- a little while ago, you -- you told me 13 that, when I asked you what you said when Ms. 14 Bishop told you about it, you said that you 15 don't remember what you said, but you thought 16 to yourself why would she do that. 17 A: Yes. 18 Q: Okay. And so if you're thinking to yourself 19 about well, why would she do that, isn't it 20 fair to assume that you knew about this 21 contract before the 13th? 22 A: Like I said, I don't remember. 23 Q: Okay. 24 A: Yeah, but I said, I knew it had to have been at 25 least on the 13th.	Page 48 1 denying that you found out about it before the 2 13th? 3 A: I am saying that I don't remember the date that 4 I found out about it, but my thing is, I had to 5 have known about it by the 13th because I came 6 up here on the 13th. 7 Q: Okay. Well -- 8 A: So ... 9 Q: -- well, tell me -- tell me about that, when 10 you came up here on the 13th. Why -- why did 11 you come up here? 12 A: Well, she said she wanted to talk to me. 13 Q: Uh-huh (affirmative response). 14 A: And when I got up here, she showed me this. 15 Q: Uh-huh (affirmative response). Okay. And then 16 what happened? 17 A: So -- so that's when I asked her was she going 18 to let me -- were we going to go back on our 19 deal -- 20 Q: Uh-huh (affirmative response). 21 A: -- or what. 22 Q: Right. 23 A: And she said she would, you know, she indicated 24 that she would go on with our deal and I said 25 okay, so then I said well, I need to get some

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1 more assurance, so that's when I went to the 2 clerk. 3 Q: And what did you do with the clerk? 4 A: I gave her the papers. I took the papers ... 5 Q: Where did those papers come from? 6 A: Well, I kind of did them myself. 7 Q: All right. When -- when did you do them in 8 relation to -- to -- 9 A: Well, I did -- 10 Q: -- when Ms. Bishop ... 11 A: -- this one somewhere around -- 12 Q: Which one? What are you referring to? 13 A: Plain -- Plaintiff Exhibit Three. 14 Q: Okay. 15 A: I can't remember when I did this one. 16 Q: Uh-huh (affirmative response). 17 A: But it was -- it had to have been somewhere I 18 -- somewhere around this date because I -- if 19 I typed it in, it must've been -- must've been 20 around the 25th I did this one. 21 Q: Twenty-fifth of what? 22 A: Yeah. 2012. 23 Q: Okay. 24 A: April. 25 Q: All right.	1 Q: -- computer. Where is your computer at? 2 A: Charleston. 3 Q: Okay. 4 A: Uh-huh (affirmative response). 5 Q: So my question to you is, if you come up here 6 and Ms. Bishop shows you Plaintiff's Five, the 7 contract between she and Mr. Shirey. 8 A: Yeah. 9 Q: And then you create these documents, but you 10 create them on your computer. 11 A: Yeah, she -- she called me -- I talked to her 12 that morning on this one. 13 Q: Uh-huh (affirmative response). 14 A: And that's why I came up here. 15 Q: Okay. And so she -- you -- you looked at that 16 -- let -- let me ask you this, when -- when she 17 showed you the -- the contract with Mr. Shirey, 18 what happened then? Where did you go? What 19 did you do? 20 A: I don't -- I don't recall exactly what I did, 21 but I know eventually I went to -- I'm trying 22 to think. It seems like I went to get these 23 signed. 24 Q: Uh-huh. Yeah, but -- okay. Ms. Robinson, 25 we're going to need to be a little more certain
Page 50	Page 52
1 A: And the next one that I did, I did it on that 2 day. 3 Q: Okay. What -- what computer did you type all 4 this up on? 5 A: Well, now, this looks like -- this looks like 6 a copy of this one. 7 Q: I -- I don't understand that. What -- what are 8 you saying? 9 A: This -- this has the exact -- almost the exact 10 thing as this one. 11 Q: Uh-huh (affirmative response). Well, who 12 prepared the -- the -- 13 A: This one? Me. 14 Q: And what about the other, Plaintiff's Four, who 15 prepared that one? 16 A: This was me also. 17 Q: Okay. Well, and what computer did you use to 18 create them? 19 A: This one I used -- I -- it -- it's -- it was my 20 computer. 21 Q: Uh-huh (affirmative response). 22 A: But I'd switched computers out since then, so 23 it was -- it was my computer. 24 Q: Okay. It was your -- 25 A: Uh-huh (affirmative response).	1 about these -- 2 A: Okay. These -- 3 Q: -- answers, or we're going to be here all day. 4 A: Okay. These signatures. I went to get these 5 signatures signed. 6 Q: Okay. But my -- my question to you is, -- 7 A: But I didn't -- go ahead. 8 Q: She find -- you -- you find out -- 9 A: Yes. 10 Q: -- that Ms. Bishop has signed another contract 11 with the property that -- that you claimed to 12 already have a contract to buy. 13 A: Yes. 14 Q: That makes you wonder why is she doing that. 15 A: That's -- 16 Q: And this is your aunt, right? 17 A: Yes. 18 Q: Okay. And so that's probably a -- an important 19 event of something that should stick out in 20 your mind. Your aunt is selling property out 21 from underneath you, right? 22 A: Yes. 23 Q: Okay. So my question is, when she showed you 24 that contract, where did you go and what did 25 you do?

13 (Pages 49 to 52)

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1 A: When she showed me this contract because I --
 2 I got this before I left home.
 3 Q: Uh-huh (affirmative response).
 4 A: So when she showed me this contract --
 5 Q: Uh-huh (affirmative response).
 6 A: -- I -- I asked her if she still -- seemed
 7 like I asked her if she still wanted to do it.
 8 Q: Uh-huh (affirmative response).
 9 A: Do the -- do the initial one.
 10 Q: Uh-huh (affirmative response).
 11 A: See because I still have the initial.
 12 Q: Right.
 13 A: Initial contract.
 14 Q: Uh-huh (affirmative response).
 15 A: And so my thought was I need to go get this
 16 recorded.
 17 Q: Okay. Where -- where did that deed come from?
 18 A: I did it.
 19 Q: Okay.
 20 A: What you mean, where did it come from?
 21 Q: Yeah, who -- who put it together?
 22 A: Oh, I -- I put it together. You can go online
 23 and do ...
 24 Q: Okay. So what you're telling me is, is that
 25 you drafted the -- the deed?

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1 A: Yes.
 2 Q: Okay. So you drafted Plaintiff's Two, which is
 3 the deed. You drafted that?
 4 A: Yeah, seemed like, but it's -- it's been a
 5 while. I haven't seen -- I haven't looked at
 6 this one in -- in a while, but yeah.
 7 Q: Well, I mean, you -- you would know --
 8 A: Yeah.
 9 Q: -- whether you drafted it --
 10 A: Yeah.
 11 Q: -- or not.
 12 A: Yeah.
 13 Q: Okay. So -- so you did, you drafted it?
 14 A: Yes.
 15 Q: Okay. All right. So when did you draft it?
 16 A: Yeah, because I made a mistake. Like I said,
 17 it had to be that morning because I remember
 18 going into the computer room.
 19 Q: Uh-huh (affirmative response).
 20 A: And trying to get much -- as much documents as
 21 I can without --
 22 Q: Uh-huh (affirmative response).
 23 A: -- having to -- so I could actually go and
 24 record it today.
 25 Q: Uh-huh (affirmative response). Okay. So I'm

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1 trying to understand the sequence of events.
 2 A: When she told me about this --
 3 Q: When you --
 4 A: -- I asked her about what our original
 5 agreement. Okay. I didn't see this.
 6 Q: Uh-huh (affirmative response).
 7 A: But I heard about it.
 8 Q: Uh-huh (affirmative response).
 9 A: So I went to the -- I went to my computer room
 10 and I did this.
 11 Q: Okay.
 12 A: Came down to Newberry. I needed signatures, so
 13 I got signatures.
 14 Q: And what you're telling me is this all happened
 15 in one day?
 16 A: Yes, we got signatures in one day, we --
 17 Q: No, no --
 18 A: -- signed it.
 19 Q: -- that's not my question.
 20 A: Okay.
 21 Q: My question is, you heard about it, you --
 22 A: I can't --
 23 Q: -- drafted these documents, you --
 24 A: I can't remember ...
 25 Q: -- drafted these documents, you got the

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1 signatures and all of that happened in one day,
 2 is my question.
 3 A: Okay. I -- I don't remember when I heard it,
 4 but I know I did this that day.
 5 Q: Oh, oh, yeah, I'm not questioning --
 6 A: Yeah.
 7 Q: -- that.
 8 A: Okay.
 9 Q: I'm ...
 10 A: I can't remember the -- the actual time. I
 11 didn't see this until I got there.
 12 Q: Okay.
 13 A: But I can't remember the exact date --
 14 Q: Okay.
 15 A: -- on when she ...
 16 Q: When she told you?
 17 A: Yeah, when she told me.
 18 Q: All right. So what -- what you're telling me
 19 is that you heard about it, she told you about
 20 it, before you actually saw the contract
 21 itself, is that what you're saying?
 22 A: Right.
 23 Q: Okay. And is it possible then that, that
 24 happened -- that she told you about it before
 25 you drafted all these documents and -- and came

14 (Pages 53 to 56)

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1 up here on the 13th?
 2 A: Well, it -- it she -- when she -- it had to be
 3 before because I had to know it before that,
 4 but I'm -- I don't know how long before.
 5 Q: Okay.
 6 A: Before that.
 7 Q: That's fine. Did -- did Ms. Bishop ever talk
 8 to you about the closing with Mr. Shirey? Did
 9 she -- did she ever tell you she had a closing
 10 scheduled with Mr. Shirey?
 11 A: I don't -- I don't remember her saying -- I
 12 know she said she had a contract, so I know you
 13 -- you have to have a -- a closing with that,
 14 but I -- I don't ...
 15 Q: You don't remember anything she would've told
 16 you about that?
 17 A: Yeah, I don't remember. I -- I don't know.
 18 Maybe I assumed that she was going to have a
 19 closing with him.
 20 Q: Okay.
 21 A: So I don't ...
 22 Q: All right. But you don't remember her telling
 23 you anything about that?
 24 A: She may have.
 25 Q: Okay.

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1 A: She may have. She may have told me
 2 specifically about a closing, but she did say
 3 she had -- she had gotten a contract --
 4 Q: Right.
 5 A: -- on it, so I mean, if you get a contract in
 6 order for it to go through, you're going to
 7 have to have a closing.
 8 Q: Right.
 9 A: So I assume -- I --
 10 Q: And so --
 11 A: -- don't -- go ahead.
 12 Q: No, okay. I don't want to interrupt you.
 13 A: Uh-huh (affirmative response).
 14 Q: But so she may have told you about the -- the
 15 closing with Mr. Shirey, but you -- you're
 16 telling me you just don't remember what she
 17 said or -- or ...
 18 A: Well, I know she told me that she had -- she
 19 had a contract. I can't remember if she
 20 specifically mentioned closing.
 21 Q: Okay.
 22 A: Is what I'm saying.
 23 Q: Uh-huh (affirmative response). So she didn't
 24 ever tell you that she had a closing on the
 25 13th?

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1 A: I -- I don't -- I -- she had the closing on the
 2 13th?
 3 Q: Uh-huh (affirmative response). Did she ever --
 4 --
 5 A: I don't remember her saying --
 6 Q: -- did she ever tell you --
 7 A: -- that she had a closing on the 13th. I
 8 don't remember her saying that.
 9 Q: Okay. All right. So about the -- the -- the
 10 deed and the circumstances leading to that, so
 11 sometime before the 13th, you drafted this
 12 contract and this deed, and you come up here on
 13 the 13th --
 14 A: But I'm not going to say before the 13th
 15 because it probably was that morning of the
 16 13th. That's what I'm thinking. I don't know.
 17 Q: Wait, wait, wait, wait. So you -- you're
 18 telling me you had never heard anything about
 19 the contract with Mr. Shirey before she called
 20 you that morning?
 21 A: I can't remember what -- see -- what -- what
 22 you said was, you haven't -- you didn't hear
 23 about it before the 13th.
 24 Q: Right.
 25 A: I told you I couldn't remember what date --

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1 Q: Right.
 2 A: -- that she -- heard me. Then you --
 3 Q: But you also said --
 4 A: -- insinuated --
 5 Q: -- it was before -- it had to be before the
 6 13th because you had to put these documents
 7 together.
 8 A: No, no, no, no, no, no, I said that I did it
 9 that morning. That's what I told you.
 10 Q: Uh-huh (affirmative response). Okay. So ...
 11 A: Now I don't -- I don't -- I can't remember when
 12 she actually told me. I'm -- I'm just being
 13 honest.
 14 Q: Uh-huh (affirmative response). Right. I mean,
 15 I understand you -- you're -- you're saying
 16 that you didn't see the contract with Mr.
 17 Shirey until the 13th.
 18 A: Thirteenth.
 19 Q: What I'm saying or asking you is, is whether
 20 she told you about it before the 13th?
 21 A: I know I knew on that date. I don't know -- I
 22 can't remember the exact date she told me.
 23 Q: Okay.
 24 A: I'm just being honest. This is in 2000 --
 25 because it was last year.

15 (Pages 57 to 60)

Page 61	Page 63
1 Q: But if -- if Ms. Bishop said that she told you 2 before the 13th, would you have any reason to 3 doubt the veracity of that statement? 4 A: I can't -- I can't remember. I -- I -- I can't 5 remember. 6 Q: Okay. But I understand that you can't 7 remember. I'm -- I'm asking you -- 8 A: But would I have reason -- 9 Q: -- a specific -- 10 A: -- to doubt it? I don't know. I -- I don't 11 know. Because if she -- I mean, I -- I cannot 12 remember, so I don't know if she can remember 13 or if she's -- if she can recall correctly. 14 Q: Uh-huh, uh-huh (affirmative response). Okay. 15 All right. So when -- when you got this deed 16 drafted and you came up here on the 13th, tell 17 -- you got the deed, you got this contract, and 18 you -- you put those together and you are 19 coming up here on the 13th. Tell me what 20 happens when you get here. Where do you go? 21 A: To her house. 22 Q: Okay. And what happened there? 23 A: I got a chance to look at the document. 24 Q: Uh-huh (affirmative response). And then what 25 happened?	1 Q: Uh-huh (affirmative response). 2 A: So we went over there. 3 Q: Okay. So you and Ms. Bishop ... 4 A: And -- and my husband. 5 Q: Okay. And y'all got in the car and went 6 somewhere where there was a notary? 7 A: Yes. 8 Q: Okay. So both you and Ms. Bishop are in the 9 car and y'all go to -- 10 A: And my -- 11 Q: -- the -- the -- 12 A: -- and my husband. 13 Q: -- the notary's place. 14 A: And my husband. 15 Q: Okay. So all three of you are in the car, you 16 go there, and then what happens? 17 A: We get her to notarize the documents. 18 Q: Uh-huh (affirmative response). I mean, what 19 I'm saying is, or asking is, is -- is when -- 20 when did Ms. Bishop -- 21 A: I'm saying that -- 22 Q: -- or where did Ms. Bishop sign the deed? 23 A: She signed it there at the -- in front of the 24 notary. 25 Q: Okay. That -- that's my question.
Page 62	Page 64
1 A: And then I -- I -- I don't know the exact 2 sequence, but I know I inquired about if she 3 wanted to actually do the deal with me because 4 legally -- 5 Q: Uh-huh (affirmative response). 6 A: -- she had a deal with me. 7 Q: Right. And so you asked her that and she said 8 what? 9 A: She agreed. She said yes. 10 Q: Okay. And then what happened? 11 A: I don't know if she exactly said yes, but she 12 alluded to yes. 13 Q: Okay. But then what happened? 14 A: Like I said, I don't remember the exact chain 15 that we went through, but then I -- seems like 16 I went to go get the signatures in order to 17 make it legal. 18 Q: Okay. Tell me about that. How did you do 19 that? 20 A: I got in the car. 21 Q: Yeah, and you went where? 22 A: I went to go get a notary. 23 Q: Uh-huh (affirmative response). 24 A: And she knew this lady up the street was a 25 notary.	1 A: Okay. 2 Q: Like I said, I'm not trying to trick you, I'm 3 just trying to -- 4 A: Yeah. 5 Q: -- get -- get the story. All right. And so 6 she signed the deed. 7 A: Uh-huh (affirmative response). 8 Q: And -- and then you go record it? 9 A: Yes. 10 Q: All right. So what happened was then, is at 11 some point, Ms. Bishop tells you about the 12 contract with Mr. Shirey, you in response to 13 that draw up this contract and a deed, and then 14 you haultail up here to ask Ms. Bishop whether 15 she wanted to continue with the deal with you 16 -- 17 A: Uh-huh (affirmative response). 18 Q: -- and -- and then you immediately go to the 19 notary, have the notary do what the notary 20 does, and you record the deed, is that -- is 21 that a fair -- 22 A: Yes. 23 Q: -- recitation of what happened? 24 A: Yes. 25 Q: Okay. All right. So let's see. Do you recall

16 (Pages 61 to 64)

Page 65	Page 67
1 what time of day it was whenever y'all signed 2 the deed? 3 A: The exact time, no I couldn't ... 4 Q: Was it in the morning or afternoon? 5 A: I -- I don't -- I don't remember. 6 Q: You don't remember whether it was morning or 7 afternoon? 8 A: No, I ... 9 Q: Did you get up early and come up here or ... 10 A: Yes, I did, but I don't -- I don't -- well, I 11 had to do something else before I came, but as 12 far as the time, I do not know, but I do ... 13 Q: Well else -- what did you have to do before you 14 came? 15 A: Well, I had to go check out -- I -- I have a 16 business. 17 Q: Uh-huh (affirmative response). 18 A: So I have to -- I'm sure I did because I always 19 do. 20 Q: Uh-huh (affirmative response). 21 A: Go look at -- go look at what I -- the -- you 22 know, go to -- go to the business on the yard. 23 Q: Uh-huh (affirmative response). Okay. And when 24 -- when did you have to do that? 25 A: Well, I -- I don't have to do it, but I --	1 every day, so I -- I -- I don't know as far as 2 the time goes. 3 Q: Okay. Well, I mean, do you do it -- 4 A: I mean, -- 5 Q: -- before the sun comes up or ... 6 A: No, the sun was up. 7 Q: Okay. 8 A: But as far as a time, I don't know. 9 Q: How long does it take you to get here? 10 A: It depends on how I'm driving in the traffic. 11 It would -- but roughly about -- maybe around 12 two, two-and-a-half hours. 13 Q: Okay. And would you say that you got here 14 before or after say 11:00? 15 A: See that's what I don't know. 16 Q: Okay. 17 A: I mean, I -- I -- I mean, I know you want a 18 time, but I can't honestly give you a time and 19 -- and, you know, and be truthful what time I 20 actually got here. I don't know. 21 Q: But you can't even tell me whether it was 22 morning or afternoon? 23 A: Well, I left -- I left at -- you see 11:00, 24 after -- at 12:00 it becomes the afternoon. 25 Q: Right.
Page 66	Page 68
1 Q: No, but you're telling me -- 2 A: -- I did it ... 3 Q: -- you did. 4 A: Yeah, I did do it. I said yes, I got up and I 5 -- I went by there. 6 Q: Okay. When did you do that? 7 A: When I -- when I -- after -- when I -- on my 8 way here. On my way to Newberry, when I got up 9 coming to Newberry. 10 Q: I understand. But you don't have any idea 11 about when that would be? 12 A: I don't. 13 Q: Now, I'm not asking you was it 8:47. 14 A: No, no, I know -- 15 Q: I'm asking you whether it was in the morning or 16 it was in the afternoon. 17 A: Oh, no, I'm sure I did it in the -- I'm sure I 18 did it in the morning. I -- I came up. I got 19 up. 20 Q: What time do you normally do that? Do you do 21 that every day? 22 A: Yeah. 23 Q: Okay. Well, what time do you normally do that? 24 A: It depends. There's no specific time. I had 25 my husband with me and he does it religiously	1 A: So I don't -- I mean, I know I started before 2 12:00, but -- I -- I can't -- 3 Q: Let me help you a little bit. 4 A: I -- I can't tell you. 5 Q: You -- you said that you drafted these -- this 6 contract and the deed on the 13th, didn't you? 7 Isn't that what you said? 8 A: Yeah. 9 Q: Okay. Well, did you get up early to do that? 10 A: Well, I mean, I usually get up about 6:00 every 11 morning. 12 Q: Uh-huh (affirmative response). 13 A: So -- 14 Q: Well, I mean, you know, you -- you're telling 15 me that -- that Ms. Bishop called you that 16 morning and it was -- it was then that you, 17 after that phone call, started drafting these 18 documents, isn't that what you told me? 19 A: Yeah, I told you that she -- that she called 20 me, but I cannot remember -- like I said, I 21 don't even know what time she called me. 22 Q: Okay. 23 A: But you asked me what time I get up. I get up 24 around 6:00 every morning. 25 Q: Okay.

17 (Pages 65 to 68)

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1 A: You asked me did I go to -- I mean, I went to
2 go look at -- go to the trucks -- I did go to
3 the trucks.
4 Q: All right.
5 A: So I -- but I don't -- as far as time, I don't
6 want to say okay, yeah, I left at --
7 Q: How long did it take you to --
8 A: -- 8:00 --
9 Q: -- put these documents together?
10 A: I don't know. I wasn't timing it. I don't --
11 I really don't know.
12 Q: Would you say it was a half hour, an hour?
13 A: I don't know.
14 Q: Ms. Robinson, you're going to have to be a
15 little more responsive.
16 A: I mean, I don't -- I really don't --
17 Q: We're going to be here all day.
18 A: -- know.
19 Q: And I don't mind doing that.
20 A: Yeah.
21 Q: I really don't.
22 A: I mean.
23 Q: You've got to be a little more responsive. I
24 mean, it's -- you got --
25 A: I don't --

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1 Q: -- what's happening here, Ms. Robinson, is --
2 your aunt just told you that she sold this
3 property out from underneath you. A property
4 that you've already paid her \$33,000 for.
5 A: Right.
6 Q: Okay. That is a very big deal and you're
7 telling me now that you don't remember a thing
8 about it and that to me is unreasonable. So
9 please --
10 A: I --
11 Q: -- please --
12 A: Listen.
13 Q: -- answer the questions in the best way that
14 you can.
15 A: That's what I'm doing.
16 Q: And if you don't --
17 A: I'm answering --
18 Q: -- know, I'm asking you to give me a general
19 idea whether it was the morning when you got
20 here or whether it was the afternoon and on a
21 big event like that, you're going to remember
22 when you got here.
23 A: That's not necessarily true.
24 Q: Okay.
25 A: I -- I got --

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1 Q: Well, it must not have been --
2 A: -- here ...
3 Q: -- a big deal to you, then.
4 A: I got -- I got here whenever I got -- I -- I
5 don't know what time I got here.
6 Q: Okay.
7 A: Okay. I know 12:00 starts the afternoon.
8 Q: Yes, ma'am.
9 A: But I don't remember what time I got here. It
10 seems as though you're trying to get me to say,
11 okay, I got here at 9:00, okay, you got here --
12 --
13 Q: No, ma'am. I'm --
14 A: -- see --
15 Q: My question was, was it morning or afternoon.
16 A: I don't remember.
17 Q: Okay.
18 A: At that time, that was not significant --
19 Q: I'm just saying --
20 A: -- to me.
21 Q: -- you're not remembering a lot of things
22 about a very important event.
23 A: I -- well, I -- I've got to do something about
24 that. At my age or something. I don't know
25 what's going on.

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1 Q: Do you have some sort of memory problem?
2 A: Not to my knowledge.
3 Q: Okay. So no doctor has diagnosed you with
4 dementia or something like that?
5 A: No.
6 Q: Okay. Well, I'm just wondering --
7 A: Yeah.
8 Q: -- because it seems like a big deal. If it
9 was my aunt --
10 A: Uh-huh (affirmative response).
11 Q: -- and she sold some property out from under
12 me that I paid -- already paid her \$33,000 for,
13 I'd remember every single detail about that
14 because that's a big deal.
15 A: I -- I -- I really -- I -- I don't -- I don't
16 remember.
17 Q: Okay.
18 A: I haven't even -- I mean ...
19 Q: Were you angry with your aunt when you heard
20 about the deal with Mr. Shirey?
21 A: Angry, no, I just could believe that she --
22 that she had a deal with Mr. Shirey.
23 Q: Uh-huh (affirmative response).
24 A: Yeah.
25 Q: So it hurt your feelings?

18 (Pages 69 to 72)

Page 73	Page 75
1 A: Well, I -- yeah, I couldn't -- I couldn't 2 believe that she had -- I wouldn't -- I 3 wouldn't -- I don't know if I would say I -- I 4 was angry -- 5 Q: Uh-huh (affirmative response). 6 A: -- you know. 7 Q: Okay. But you -- but you were hurt, 8 disappointed? 9 A: Yeah, I was disappointed. 10 Q: Okay. Has any other family member of yours 11 ever done anything like that to you? 12 A: Such as, done anything like what -- take 13 \$33,000 and sell it to somebody else? 14 Q: Yes, ma'am. 15 A: No. 16 Q: Okay. 17 A: Not that I can recall. 18 Q: And so this is an event that is unique in your 19 life? 20 A: Yes. 21 Q: Okay. And you might, therefore, understand why 22 I don't -- 23 A: Some things -- 24 Q: -- grasp why you don't remember everything? 25 A: -- some things in life, you just have to let	1 Q: What now? 2 A: She would be taking it away from me -- 3 Q: No, but ... 4 A: -- and selling it to him. 5 Q: Right. 6 A: So I -- 7 Q: You -- you -- 8 A: -- that opportunity for this right here. 9 Q: Yeah, she ... 10 A: So -- 11 Q: Wait, wait, wait, wait, wait, wait, wait. You 12 -- you said she told you that she had a date? 13 A: No, I didn't say a date. 14 Q: Okay. I misheard you. 15 A: Here. 16 Q: Uh-huh (affirmative response). 17 A: This one. She had this one and so in my mind, 18 if she had this -- 19 Q: Uh-huh (affirmative response). 20 A: -- I could do a lien against it because she 21 had this. 22 Q: Uh-huh (affirmative response). 23 A: Because I had, you know, she did this 24 initially. Way before she did this. 25 Q: All right. So you -- you -- you're thinking
Page 74	Page 76
1 God take care of. You just cannot -- I cannot 2 -- I mean, I -- I mean like I said, I was 3 disappointed. I cannot remember -- understand 4 why she did this. 5 Q: Uh-huh (affirmative response). 6 A: But I mean, some things you just have to let 7 God take care of, you know, and -- and then 8 when I saw it and then when she told me about 9 it, I saw the opportunity, I asked her again, 10 you know, do you want to sell it to me. 11 Q: You -- you saw the opportunity. What -- what 12 did you see? 13 A: When she -- when she -- when I had this -- this 14 -- when she gave me -- when she showed me his 15 -- when she told me about this -- this -- this 16 contract here. 17 Q: Okay. Well, what about -- 18 A: Exhibit -- 19 Q: -- that is -- is an opportunity, when she 20 shows you that? 21 A: Well ... 22 Q: It seems to me that would be taking an 23 opportunity away. 24 A: No, yeah, when she said she had the date, but 25 my thing was, I had this contract --	1 about all that as an opportunity? 2 A: Well this ... 3 Q: I'm just trying to figure out what you meant 4 when you said -- 5 A: Okay. 6 Q: -- you saw the opportunity. 7 A: Well, I saw -- this right here. When I thought 8 about this, I gave her this. 9 Q: Uh-huh (affirmative response). 10 A: And then she came up with this. 11 Q: Okay. 12 A: So -- 13 Q: When did you give -- when did you talk to her 14 about that? 15 A: On the -- 16 MR. PYATT: To be clear, let's refer to the numbers, 17 so when y'all are saying this and that, I don't 18 know what -- 19 MR. PARKER: Okay. Yeah. 20 A: Okay. Exhibit Three, like I said, I can't 21 remember when it was, but I know we did this on 22 the 25th. 23 Q: No, no, I -- I -- 24 A: But she -- because -- but, she -- okay. 25 Q: Did -- at some point, you talked to her about

19 (Pages 73 to 76)

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1 that --
 2 A: Yes.
 3 Q: -- Plaintiff's Three?
 4 A: Yeah. I talked to her, yeah.
 5 Q: Okay.
 6 A: And I showed her this. On the 13th, I even had
 7 this.
 8 Q: Okay.
 9 A: Because I was going to ask -- ask -- actually
 10 file this one then, but then I said, well, you
 11 know --
 12 Q: Uh-huh (affirmative response).
 13 A: -- because this one was already and I -- and
 14 I was worried about the date because it --
 15 Q: Uh-huh (affirmative response).
 16 A: -- by that time, time had elapsed.
 17 Q: Okay. Now -- now back that up. What are you
 18 talking about when you say by that time, the
 19 date had elapsed?
 20 A: Because in 2015 --
 21 Q: Uh-huh (affirmative response).
 22 A: -- and I guess, I don't know, is -- could I
 23 have taken this to the court and recorded it?
 24 Q: I'm -- I'm asking you questions.
 25 A: Because what I said, I mean, I didn't know and

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1 I'm thinking okay, you need to do another one
 2 because --
 3 Q: Uh-huh (affirmative response).
 4 A: -- it's -- this is 2012.
 5 Q: Uh-huh (affirmative response). Did you and
 6 your aunt ever have any words about this whole
 7 thing, about Mr. Shirey having a contract and
 8 -- and ...
 9 A: Words, what do you mean by words, like talking
 10 about it?
 11 Q: Yeah.
 12 A: Well, when she told me about it.
 13 Q: When she told you about it, you --
 14 A: Uh-huh (affirmative response).
 15 Q: -- you showed her Plaintiff's Three, is that
 16 what you did?
 17 A: Well, I wasn't there when she told me about it,
 18 so I -- I told her that we had a contract on
 19 it.
 20 Q: Okay. And so you tell her I -- we got a
 21 contract on it. What does she say?
 22 A: I can't remember the exact words that she said,
 23 but anyway, I told her that we had a contract
 24 on it, like I said, I was thinking and I don't
 25 know if I -- if I told her that, but you know,

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1 I was going to put a -- a lien or something on
 2 it, I mean, I don't -- I can't -- I can't
 3 remember, but I know -- I don't -- I can't
 4 remember if I told her that or not, but that
 5 was my thought.
 6 Q: Right.
 7 A: I can't remember.
 8 Q: So she -- she tells you about it, you start
 9 thinking about well this ain't right, right?
 10 A: Uh-huh (affirmative response).
 11 Q: And you know I've got this contract, which is
 12 Plaintiff's Three, and you know, I'm going to
 13 put a lien on it. You may not have told her
 14 that, but that's what you're thinking in your
 15 mind, right?
 16 A: Right.
 17 Q: Okay. So that happens and -- and so what
 18 happens in between that and you coming up here
 19 with these documents? What happens in between
 20 there? In other words, did you come to
 21 Newberry not knowing whether she was going to
 22 go through with the deal with you or not?
 23 A: No, I -- I didn't -- I didn't know if she was
 24 going to go through with me or not.
 25 Q: Okay.

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1 A: So that's why I asked.
 2 Q: Okay.
 3 A: Are you still going to do the deal with me?
 4 Q: Yeah, but you asked her where? You came to
 5 Newberry, you said that you didn't know --
 6 A: No, no, no, but I mean, just asking if she's
 7 going to do the deal with me, I don't know. I
 8 probably asked her that morning, I mean, and
 9 then I know -- I know I asked her when I got
 10 here.
 11 Q: Uh-huh (affirmative response).
 12 A: If I -- again, if she was going to do it.
 13 Q: Uh-huh (affirmative response).
 14 A: So I guess you can say I asked her in both
 15 places.
 16 Q: Well, I mean, that doesn't make sense because
 17 you just told me a second ago that you came up
 18 here not knowing whether she was going to do it
 19 or not.
 20 A: Right. Listen. When I came up here, I had
 21 these documents because she told me that she
 22 had this contract.
 23 Q: Uh-huh (affirmative response).
 24 A: You asked me about the closing.
 25 Q: Uh-huh (affirmative response).

20 (Pages 77 to 80)

Page 81 1 A: And I said I don't -- I can't remember anything 2 about the closing because I assume if you have 3 a contract, you got to close on it. 4 Q: Uh-huh (affirmative response). 5 A: Okay. Now the next thing was, you wanted to 6 know when did she -- when did she tell me. 7 Q: Uh-huh (affirmative response). 8 A: I told you I didn't remember when she told me. 9 You asked me when I drew the contract up. I 10 told you I can remember drawing the contract up 11 on the day that I came down here. 12 Q: Uh-huh (affirmative response). 13 A: Okay. Which was the 13th. You asked me how 14 long. I don't know. I don't know how long it 15 took me. I really don't. 16 Q: Uh-huh (affirmative response). 17 A: How long it took me. You asked me what time of 18 the day. I don't -- I don't remember what time 19 of the day I made it down here. 20 Q: Yeah. 21 A: So what's the next -- 22 Q: You also don't remember what you said to her, 23 and she -- 24 A: Not exactly -- I -- 25 Q: -- said to you.	Page 83 1 A: No, talk about how I'm going to get money out 2 of that deal, no. 3 Q: You didn't remind her about how that you paid 4 \$33,000? 5 A: I -- I did tell her I paid \$33,000, but that's 6 not to say she would give me some money out of 7 that deal. 8 Q: Uh-huh, uh-huh (affirmative response). 9 A: No, I didn't talk about giving -- getting money 10 from her that she -- that she -- 11 Q: And she never -- 12 A: -- got from -- 13 Q: -- talked to you about that? 14 A: Not getting money. I asked her about my 15 \$33,000. 16 Q: Uh-huh (affirmative response). 17 A: But she didn't say, you know, that she was 18 going to get it from the closing. 19 Q: Uh-huh (affirmative response). Okay. When -- 20 when you were making payments, the -- the 21 \$33,000 you were paying, were making those 22 payments directly to Ms. Bishop? 23 A: No. 24 Q: You were making them to the bank? 25 A: Yes.
Page 82 1 A: -- I can't remember exactly what was said. 2 Q: But somehow you -- you came up here -- 3 A: Yes. 4 Q: -- without knowing whether she was going -- 5 A: Well, I asked her ... 6 Q: -- to follow through with the deal or not. 7 A: And I -- I don't -- I didn't. 8 Q: Okay. That's fine. 9 A: But I -- I had to take my chances. 10 Q: No, I'm with you on that. I -- I'm not arguing 11 with you about that, but what I'm saying is, is 12 that you came up with -- you drafted these 13 documents coming up here whether she was -- not 14 knowing whether she was going to do it or not. 15 I mean -- 16 A: Right. 17 Q: -- when you were putting those documents 18 together, you didn't know whether she was going 19 to sign them or not? 20 A: No. 21 Q: Okay. Now whenever y'all talked about Mr. 22 Shirey's deal, the contract with Mr. Shirey, 23 Plaintiff's Five, did y'all talk about how you 24 were going to get some money out of that deal 25 if it went through?	Page 84 1 Q: Okay. And the contract and the deed, they both 2 say that you were going to ... 3 A: That's ... 4 Q: Huh? 5 A: I'm just trying to think. Maybe I made one or 6 two I gave to her initially, but I don't -- I 7 didn't -- no, I was making them straight to the 8 bank because I got -- I did it on my checks. 9 Q: Right, yeah. The contract, Plaintiff's Four -- 10 Four, and the deed, Plaintiff's Three, I think, 11 Two, both talk about how you're going to assume 12 the mortgage that's on the property, right? 13 A: Yes. 14 Q: Okay. Did either one of you, yourself or Ms. 15 Bishop, ever talk to the bank about that? 16 A: No, we did not. 17 Q: Did the bank ever consent to that? 18 A: No, not that I know of. 19 Q: Okay. So the bank doesn't know anything about 20 or didn't at the time, know anything about the 21 idea of you assuming the mortgage? 22 A: Right. 23 Q: Okay. Do you know if Ms. Bishop, in her 24 agreement with the bank, would've been required 25 to get the bank's consent for a transaction

21 (Pages 81 to 84)

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1 like that?
 2 A: I don't know.
 3 Q: Okay. Does it make sense to you that -- that
 4 she would?
 5 A: That she would what?
 6 Q: That she would --
 7 A: She would --
 8 Q: -- she would have to get --
 9 A: --- to take to the bank ...
 10 Q: -- the bank's consent. After all, the loan is
 11 with her, right?
 12 A: With her husband.
 13 Q: Okay.
 14 A: It was with -- yeah, with her husband.
 15 Q: All right. Do you -- do you know what the
 16 payoff is on -- on this property?
 17 A: Well, at the time, the payoff was -- in August,
 18 I think she told me the payoff was 90
 19 something, 91 or something to that effect.
 20 Q: Uh-huh (affirmative response).
 21 A: I can't remember the exact number.
 22 Q: Uh-huh (affirmative response). Okay. Were you
 23 ever late making any payments?
 24 A: Yes.
 25 Q: Okay. And do you know if Ms. Bishop knew about

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1 those times you were late?
 2 A: I don't know. I don't know if --
 3 Q: Did they --
 4 A: -- she knew. I mean, I would imagine the bank
 5 would send her something, so I don't -- I don't
 6 know.
 7 Q: Right. The bank statements, were they going to
 8 Ms. Bishop or were they going to you?
 9 A: Ms. Bishop.
 10 Q: Okay. And so if you were late, that ought to
 11 be reflected on the bank statements, should it
 12 not?
 13 A: I guess, I don't know. I didn't see it.
 14 Q: Right. All right. Did -- did Ms. Robin -- I
 15 mean, Ms. Robin -- Ms. Bishop ever tell you
 16 that she had been trying to sell this property
 17 to Mr. Shirey for months prior to August of
 18 2015?
 19 A: I don't -- prior to August the 15th. She did
 20 say that she found somebody that was going to,
 21 I guess, buy it outright and not have -- not
 22 take up a -- payments.
 23 Q: Uh-huh (affirmative response).
 24 A: Did she tell me that -- I'm trying to think.
 25 MR. PYATT: While you're think, can we take a

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1 bathroom break?
 2 MR. PARKER: Oh, yeah.
 3 (Off the Record)
 4 Q: Okay. Ms. Robinson, I -- the last question I
 5 asked --
 6 A: Yeah, I was going to say, repeat your last
 7 question.
 8 Q: -- was, did Ms. Bishop ever tell you she was
 9 -- had been trying to sell the property to Mr.
 10 Shirey for months?
 11 A: I don't remember her telling me that.
 12 Q: Well, your prior statement ...
 13 A: She said she ...
 14 Q: Go ahead.
 15 A: She said that she was trying to -- she was
 16 trying to sell it to him.
 17 Q: Uh-huh (affirmative response).
 18 A: But like I said, I can't -- I mean, to sell it
 19 to somebody. She didn't say who it was and I
 20 -- like I said and I just didn't understand
 21 why, but then she mentioned this contract,
 22 Exhibit Five.
 23 Q: Uh-huh (affirmative response).
 24 A: And that's when I said, well, you know.
 25 Q: Okay. Well, just before we went off the record

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1 for the bathroom break, you had said that Ms.
 2 Bishop had told you that she had found a buyer
 3 to buy it outright, in other words, not just
 4 picking up the payments. Do you remember
 5 saying that?
 6 A: Yes, she told me she found -- she was looking
 7 and she found somebody.
 8 Q: Uh-huh (affirmative response). Okay. And so
 9 ...
 10 A: But I don't know about -- I guess so, I -- I
 11 don't know about what she said to him about --
 12 Q: Uh-huh (affirmative response).
 13 A: -- about buying it.
 14 Q: Yeah, well, I'm not asking you what she said
 15 about -- said to him, the only thing I -- I'm
 16 asking about is what she said to you.
 17 A: Uh-huh (affirmative response).
 18 Q: And so she told you that she had found a buyer
 19 that was going to buy it outright?
 20 A: Yeah.
 21 Q: Okay. And did she tell you anything else about
 22 that?
 23 A: About the buyer, huh-uh (negative response).
 24 Q: Okay. And was -- and when she told you that,
 25 that was before she called you on the 13th?

22 (Pages 85 to 88)

Page 89	Page 91
1 A: I don't -- I mean, I can't --- 2 Q: Now look ... 3 A: --- or are you telling me that? 4 Q: I'm asking you that. 5 A: Oh, okay. 6 Q: I mean, Ms. Robinson, you -- you recognize -- 7 I -- I understand you -- you are -- you just 8 told me a little while ago some things you've 9 got to put in God's hands and that tells me --- 10 A: Uh-huh (affirmative response). 11 Q: --- that you are a Godfearing woman and you 12 have sworn to this lady to tell the truth --- 13 A: Right. 14 Q: --- before your God. 15 A: Right. 16 Q: And you --- 17 A: I cannot remember and I think that's what 18 you're getting frustrated about. 19 Q: Uh-huh (affirmative response). 20 A: But I honestly cannot remember and I know that 21 I said I'd tell the truth. 22 Q: Uh-huh (affirmative response). 23 A: That's what I'm trying to tell the truth or I 24 am telling the truth. 25 Q: Uh-huh (affirmative response).	1 Q: Uh-huh (affirmative response). 2 A: Look I really -- I'll be honest with you. 3 Q: All right. But you did talk to her on the 4 12th? 5 A: I mean, I talk to her almost every day. I mean 6 --- 7 Q: Okay. 8 A: --- yeah, so ... 9 Q: But when you talked to her on the 12th --- 10 A: Or the -- I -- I know I talked to her that 11 morning --- 12 Q: Uh-huh (affirmative response). 13 A: --- that I came up here. 14 Q: Yeah. 15 A: But I'm -- I'm -- I'm probably sure that I 16 talked to her -- I mean, because like I said, 17 I talk to her almost every day, so ... 18 Q: Okay. And so what you're telling me is you 19 talk to her every day and she didn't mention 20 anything about this contract with Mr. Shirey 21 until the 13th? 22 A: Like I said, I can't -- I can't remember our 23 conversation, but like I said, if I got up on 24 the 13th and put this -- it's something she 25 said to me that made me think that I need to --
Page 90	Page 92
1 A: And I can't remember the dates and specifics as 2 you would like for me to. 3 Q: No, no, no, I'm not asking you about dates and 4 specifics. I'm asking you that when she told 5 you about having a buyer that was going to buy 6 it outright, was that before she talked to you 7 on the 13th? 8 A: I'm not certain. It seems like I talked to her 9 -- well, I know I talked to her that night, so 10 I don't -- I don't --- 11 Q: What -- what night? 12 A: --- was it before she -- let me think. Let me 13 think because before she -- ask your question 14 again? 15 Q: When she told you --- 16 A: Uh-huh (affirmative response). 17 Q: --- that she had found a buyer to purchase it 18 outright, was that before your conversation on 19 the 13th? 20 A: I cannot remember. I cannot remember. I'm 21 going to be honest with you. Seemed like she 22 told me -- seems like I talked to her on the 23 12th and she -- and she told me, then when I 24 talked to her on the 13th, she said she had a 25 -- she had a contract or something.	1 - 2 Q: Uh-huh (affirmative response). 3 A: --- I need to -- if I can get -- my logic was, 4 if I can get her to sign this --- 5 Q: Uh-huh (affirmative response). 6 A: --- then -- I mean, I had -- I had Exhibit 7 Three and if I can get her to do Exhibit Four, 8 Five --- 9 Q: Uh-huh (affirmative response). 10 A: --- so that's how much I know about the law. 11 Q: Yeah. 12 A: As far as that goes. 13 Q: Okay. So you talked to her on the 12th and she 14 didn't tell you that she had a closing to go to 15 the next day? 16 A: I can't remember her saying she had a closing 17 to go to if I talked to her on the 12th. I 18 can't -- I can't remember that she saying she 19 had a closing to go to on -- on the 13th. 20 Q: Uh-huh (affirmative response). 21 A: I don't -- I don't remember her saying that. 22 Q: Okay. All right. So in any event, y'all get 23 together on the 13th and y'all agree that Ms. 24 Bishop is not going to go through with Mr. 25 Shirey, but is instead going to sell the

23 (Pages 89 to 92)

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1 property to you. That's what happened, right?
 2 MR. PYATT: I object to the question, but for the
 3 record because she hadn't agreed -- she didn't
 4 testify that she agreed to anything, but go
 5 ahead and --
 6 MR. PARKER: Now wait a minute, hold on Mr. Pyatt.
 7 Q: Did you or did you not enter into the
 8 agreement, which is Exhibit Four?
 9 A: I entered into the -- Exhibit Four.
 10 Q: What's the date on that Exhibit?
 11 A: Yes, yes.
 12 Q: What's the date on that?
 13 A: On August -- on the 13th.
 14 Q: Okay.
 15 A: I came up there --
 16 Q: So my question is that on the 13th --
 17 A: Uh-huh (affirmative response).
 18 Q: -- is it true that you and Ms. Bishop decided
 19 that Ms. Bishop was not going to sell to Mr.
 20 Shirey, but instead was going to sell to you?
 21 A: I didn't decide that. She decided that she was
 22 going to sign this and let it go with me.
 23 Q: Right. But -- but you --
 24 A: Yes, on the 13th.
 25 Q: -- participated in that, did you not?

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1 A: I asked her if -- yeah, but asking the
 2 question, was she still going to do it with me
 3 --
 4 Q: Uh-huh (affirmative response). And by buying
 5 --
 6 A: -- or what?
 7 Q: -- the property, right?
 8 A: Excuse me?
 9 Q: And by buying the property, right? By making
 10 the agreement to make payments and that kind of
 11 thing.
 12 A: Yeah, by making the agreement to make payments
 13 on the property.
 14 Q: So y'all --
 15 A: Yeah.
 16 Q: -- got together and agreed that Ms. Bishop was
 17 not going to sell to Mr. Shirey, but was
 18 instead going to sell to you?
 19 A: Well, we got together and I asked her if she
 20 was going to sell it -- was going to go through
 21 with the deal that we had and she -- on Exhibit
 22 Three --
 23 Q: Uh-huh (affirmative response).
 24 A: -- and she said yes.
 25 Q: Okay. Ms. Robinson, this is really not a

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1 difficult question and it really is --
 2 A: Yeah.
 3 Q: -- a yes or no question. Okay. Is it true --
 4 --
 5 A: Uh-huh (affirmative response).
 6 Q: -- that on the 13th, when y'all got together,
 7 when y'all signed these documents here --
 8 A: Uh-huh (affirmative response).
 9 Q: -- you know, Plaintiff's Two and Four, that
 10 y'all agreed that you were going to purchase
 11 the property and Ms. Bishop was not going to
 12 sell to Mr. Shirey, yes, or no?
 13 A: I agreed ...
 14 Q: No, yes or no. Did you agree --
 15 A: I agree -- she agreed to -- she agreed not --
 16 it wasn't totally on me. She agreed to sit --
 17 to go up -- to go with this, with Exhibit Four.
 18 Q: Okay.
 19 A: So when she agreed to do that, then she signed
 20 the papers.
 21 Q: I understand.
 22 A: Now ...
 23 Q: Now you went up there --
 24 A: Yes.
 25 Q: -- not knowing whether she was going to do

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1 that or not?
 2 A: Right.
 3 Q: Okay. And you asked her whether she was going
 4 to do it, right?
 5 A: Yeah, I asked her twice, yes.
 6 Q: Okay. And so --
 7 A: At home and there.
 8 Q: -- so by asking her whether she was going to
 9 do it or not, you were making an offer to her
 10 to continue on with the deal and she accepted
 11 it, isn't that right?
 12 A: Yes.
 13 Q: Okay. So y'all did agree that Ms. Bishop was
 14 not going to sell to Mr. Shirey, but was
 15 instead going to sell to you, yes or no?
 16 A: We did agree to ...
 17 Q: Ms. Robinson, this isn't difficult, yes or no.
 18 A: Now I don't have anything to do with him. Like
 19 so I --
 20 Q: No, I understand that.
 21 A: -- so -- so I -- so we agreed that --
 22 Q: Now hold on.
 23 A: -- she was going to sign this and sell it to
 24 me.
 25 Q: All right. Hold on.

24 (Pages 93 to 96)

Page 97	Page 99
1 A: So if she sells it to me, then she can't sell 2 it to anybody else. 3 Q: Right. And at the time, you knew that she had 4 a contract with Mr. Shirey? 5 A: At that time, yeah, because this was -- yes, I 6 did know that. 7 Q: Okay. 8 A: Because I saw it because -- but then we had 9 this initially, Exhibit -- 10 Q: And so ... 11 A: -- Three. 12 Q: Right. And so when y'all got together on the 13 13th, you knew that she had a contract with Mr. 14 Shirey and you went up there for the specific 15 purpose of trying to get her not to go through 16 with Mr. Shirey, but instead to continue on 17 with you, isn't that right? 18 A: I -- I came up there with the intention of 19 asking her. 20 Q: Uh-huh (affirmative response). 21 A: Giving it one last time to ask her to go -- 22 Q: Right. You -- you wanted her to sell it to 23 you, right? 24 A: Yeah, because I had invested money. 25 Q: Right.	1 contracts were out there and what were not? 2 A: Uh-huh (affirmative response). 3 Q: And you reminded her of your contract? 4 A: Yes. 5 Q: Whenever y'all talked about that, the result of 6 that conversation was that you and Ms. Bishop 7 agreed to -- that Ms. Bishop would not sell to 8 Mr. Bishop -- to Mr. Shirey, but it would 9 instead sell to you, right? 10 A: Yes. 11 Q: Okay. Okay. Let's -- now, Ms. Robinson, did 12 you and Ms. Bishop ever talk about, you know, 13 prior to the 13th, did y'all ever talk about -- 14 because you're telling me you talk every day, 15 did y'all ever talk about you wanting Ms. 16 Bishop to sell the property so she could pay 17 you back? 18 A: Want her to sell the property -- 19 Q: Uh-huh (affirmative response). 20 A: -- so she can pay me -- I don't recall that. 21 Selling the property I don't ... 22 Q: Did you ever ask Ms. Bishop to pay you back? 23 A: Yes, I did. 24 Q: Okay. 25 A: If she was going -- and that was my thing, if
Page 98	Page 100
1 A: Yeah. 2 Q: Okay. And so -- but when you did that -- when 3 you were going to ask her to sell it to you, 4 you knew that she had a contract with Mr. 5 Shirey, right? 6 A: Yes, she -- 7 Q: Okay. 8 A: -- said that, yeah, I wanted to see if she was 9 going to honor my contract first, right. 10 Q: Okay. And so when y'all got together -- 11 A: Yes. 12 Q: -- honestly, this is a yes or no question, 13 when you got together -- 14 A: Uh-huh (affirmative response). 15 Q: -- on the 13th and y'all talked about what she 16 was going to do one way or the other, what 17 ultimately happened was y'all agreed that 18 instead of Ms. Bishop selling to Mr. Shirey, 19 she was going to sell to you, right? 20 A: Say that one more time. 21 Q: On the 13th -- 22 A: Thirteenth. 23 Q: -- when y'all got together -- 24 A: Yes. 25 Q: -- and y'all talked about, you know, what	1 she was going to get rid of it -- 2 Q: Uh-huh (affirmative response). 3 A: -- then I need my money back. 4 Q: Okay. Well, when did y'all talk about that? 5 A: When I came up there, I said if you're going to 6 sell it, I need my money back. 7 Q: Uh-huh (affirmative response). And so y'all 8 hadn't talked about that before then? 9 A: I -- I don't remember. 10 Q: Uh-huh (affirmative response). 11 A: I don't remember whether we did or not. 12 Q: Okay. When she was telling you ... 13 A: But I know I did that day. 14 Q: Yeah. When she was telling you that she was 15 looking for somebody to buy it, it didn't occur 16 to you to have that conversation then? 17 A: Have what conversation? 18 Q: About paying you back. 19 A: I -- I'm trying to remember her telling me that 20 she was -- she did say something to me about 21 it, but I can't remember when she said -- she 22 said it to me, but I mean, I don't -- I -- all 23 I remember -- I know she probably knows that 24 she was going to pay me back. If she did not 25 mention it, I did, but I don't know when that

25 (Pages 97 to 100)

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1 conversation -- 2 Q: Uh-huh (affirmative response). 3 A: -- when she said she -- but you know, she's 4 always saying she's looking for this, that, and 5 ... 6 Q: Uh-huh (affirmative response). Okay. So she 7 was always talking to you about how she was 8 going to do one thing or another with the 9 property? 10 A: No. 11 Q: Okay. Well, tell me what you meant by what you 12 just said, then? 13 A: I meant seemed like when she -- she -- well, 14 what I -- what I meant by she's always talking 15 about one thing or another, I mean, she's 16 always talking about not necessarily this 17 property -- 18 Q: Uh-huh (affirmative response). 19 A: -- when, you know, she -- she's going to do 20 this, she's going to do that, she -- but -- 21 Q: Okay. 22 A: -- I mean, I just -- 23 Q: And -- and my only question was -- 24 A: Yeah. 25 Q: -- is when she's talking about all this and	1 Q: Right? 2 A: Uh-huh (affirmative response). 3 Q: Okay. How often -- 4 A: Yes. 5 Q: -- were you late? 6 A: I don't know. 7 Q: I mean ... 8 A: See that, there you go, you're trying to get me 9 to give you a number, and I said I didn't know. 10 Q: Okay. I'm not trying -- I don't want to know 11 if you were late -- 12 A: Yeah. 13 Q: -- 17 times or -- 14 A: There's the -- 15 Q: -- 16, I want to know how often were you late, 16 was it a lot, was it a little, you know, was it 17 just a few times or was it, you know, running 18 into hard times and it was every other month, 19 I mean -- 20 A: No. 21 Q: -- how often was it? 22 A: I don't know. 23 Q: You have no idea? You can't tell me anything? 24 A: Like I said, I did not get the statements. She 25 got the statements.
Page 102	Page 104
1 that, she didn't ever mention that she was 2 looking to sell the property? 3 A: Seemed like she was saying that -- I don't know 4 if she mentioned it or not because, you know, 5 sometime I just uh-huh, uh-huh, I just, I'm on 6 the phone, uh-huh, because she -- she was 7 changing her mind, but she said she would sell 8 it to me. 9 Q: Uh-huh (affirmative response). 10 A: And that -- initially, I took that at her word. 11 Q: Uh-huh (affirmative response). 12 A: But I can't -- I -- 13 Q: All right. So when she was changing her -- 14 A: -- I don't know. 15 Q: -- mind, you know, when she was deciding 16 whether she was going to sell it to you or not, 17 when she was saying that kind of stuff to you, 18 you didn't ask her at that point or say to her, 19 well, if you're going to sell it, you got to 20 pay me back, you didn't ever say that? 21 A: I'm sure I probably did. 22 Q: Okay. All right. You mentioned earlier that 23 you had on occasion been late with the payments 24 to the bank. 25 A: Uh-huh (affirmative response).	1 Q: You know when it was due, right? 2 A: Yes, yeah, it was due on the 25th. 3 Q: And you know whether you made a late payment or 4 not, right? 5 A: Well, some of them I sent off close to the 6 25th, and I don't -- I don't when they got it. 7 Q: Uh-huh (affirmative response). 8 A: To be honest with you because my understanding 9 our mail has to go to Columbia, then come back. 10 Q: Yeah. Okay. 11 A: So that I can't tell you. 12 Q: Yeah. Did you -- were you ever -- were you 13 having a hard time making the payments at any 14 point in time? I mean, \$2000 a month is a lot 15 of money. 16 A: I don't know if it was so much of a hard time 17 or just I mean, I'm extremely busy getting 18 backed up and then coming back because and now 19 I start paying it forward, so ... 20 Q: Uh-huh (affirmative response). 21 A: I mean, we managed to get it paid. 22 Q: Oh, I -- yeah, yeah. 23 A: Yeah. 24 Q: I'm not saying that, but were you having 25 trouble getting it paid?

26 (Pages 101 to 104)

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1 A: Well, one thing I didn't have -- initially, I
 2 didn't have the due date, so I was sending it
 3 at -- at another time, then I found out that,
 4 that wasn't the -- that wasn't the due date, so
 5 -- did I have trouble, I mean, just like paying
 6 any other bill.
 7 Q: Uh-huh (affirmative response).
 8 A: I mean, ...
 9 Q: I mean, there's nothing -- there's nothing
 10 wrong with --
 11 A: Well, I -- I --
 12 Q: -- telling me that you -- you had time -- you
 13 had trouble making it, I mean, it's \$2000 a
 14 month.
 15 A: Yes.
 16 Q: And it's a property --
 17 A: Yeah.
 18 Q: -- that's, you know, two-and-a-half hours away
 19 from you. I mean, I -- it's okay. It's not
 20 going to --
 21 A: Oh, I know.
 22 Q: -- be anything weird if you said it. I mean,
 23 it's a real simple thing. I know if I've got
 24 problems making a -- a bill work, it's not like
 25 it's lost on me and I don't know whether I was

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1 or not.
 2 A: Uh-huh (affirmative response).
 3 Q: So my question is, were you having trouble
 4 making the payments, I mean, yes or no? I
 5 don't really care which answer it is, I just
 6 want to know --
 7 A: Well, yes, but I know which one that you --
 8 Q: -- which one it is.
 9 A: I mean, we can make the payments. You asked me
 10 did I have trouble making them?
 11 Q: Right.
 12 A: Well, I -- I -- one reason, yes, I had trouble
 13 because I went to -- the due date was wrong on
 14 it.
 15 Q: Uh-huh (affirmative response).
 16 A: So I didn't make it -- I didn't make them on
 17 time.
 18 Q: Uh-huh (affirmative response).
 19 A: But now when she actually sent me the -- one of
 20 the copies --
 21 Q: Uh-huh (affirmative response).
 22 A: -- I -- I paid -- I'm paying it forward, like
 23 ahead.
 24 Q: Right. Okay. And -- and so apart from not
 25 knowing what the due date was and therefore

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1 having some that may have been late because of
 2 that, were you just -- I mean, my question is
 3 not related to that, my question is given the
 4 income of your household --
 5 A: Uh-huh (affirmative response).
 6 Q: -- did you ever have problems making the
 7 payments of \$2000 roughly dollars a month on
 8 this property, which is two-and-a-half hours
 9 away?
 10 MR. PYATT: For the record, I object to the
 11 question, but go ahead and answer.
 12 Q: In other words, you have your own bills and you
 13 have this bill.
 14 A: Yes.
 15 Q: All right. With your income in your house, did
 16 you ever have trouble making the -- the
 17 mortgage payment on this property?
 18 A: No.
 19 Q: Okay. All right. So let's see. All right.
 20 Whenever y'all talked about whether it was when
 21 she told you that she had found a buyer that
 22 was going to buy outright or whether it was on
 23 the 13th and you were talking about the
 24 contract with Mr. Shirey, Plaintiff's Five, in
 25 any of those conversations, what, if anything,

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1 did Ms. Bishop ever say about Mr. Shirey's
 2 contract? What she was going to do with it or
 3 whatever? What did she say about it?
 4 A: What you mean?
 5 Q: I mean, I know you told me --
 6 MR. PYATT: He said
 7 Q: -- that she said it exit -- it existed.
 8 A: Yes.
 9 Q: What else did she say about it?
 10 A: I don't know. I mean, I can't remember what
 11 she said about -- about the contract.
 12 Q: Did she ever tell you that she -- that she
 13 wanted to --
 14 A: Sell it to him.
 15 Q: -- sell it to him or did she tell you that she
 16 didn't want to sell it to him, I mean, what did
 17 -- what did she say about it?
 18 A: I can't remember exactly what she said about
 19 it. She just -- I went up there and I asked
 20 her was she going to sell it to me --
 21 q: Uh-huh (affirmative response).
 22 A: -- and she indicated that -- would she go
 23 along with the deal that we initially had and
 24 she said -- she said yes.
 25 Q: Uh-huh (affirmative response).

27 (Pages 105 to 108)

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1 A: And I don't know if she was just not happy with 2 the terms of it or what. I don't know what -- 3 I can't remember exactly what she said about 4 that contract. 5 Q: Okay. Well, don't tell me exactly, but tell 6 me, if you can, just sort of summarize what she 7 said about how she felt about going through 8 with the deal with Mr. Shirey? 9 MR. PYATT: Object to the question. She said she 10 didn't remember. 11 MR. PARKER: No, she said she didn't remember 12 exactly what she said. I'm asking what -- 13 don't tell me exactly what she said. 14 A: She said -- 15 Q: I know you're not a tape recorder. Just tell 16 me what she said. 17 A: I don't remember what she said -- what she 18 said. 19 Q: Okay. 20 A: I can remember telling her if I -- 21 Q: I mean, Ms. Robinson? 22 A: Yes. 23 Q: I mean, I honestly don't care if we're here all 24 day and -- 25 A: Uh-huh (affirmative response).	1 Q: Uh-huh (affirmative response). 2 A: -- about it. Other than that, like I said, I 3 just uh-huh, uh-huh, yeah. 4 Q: Uh-huh (affirmative response). 5 A: I couldn't really tell you because I really 6 wasn't paying, you know, paying close 7 attention, but when she said she had a contract 8 and I said well, you know, let me just go one 9 last time -- 10 Q: Uh-huh (affirmative response). 11 A: -- and the only thing I can really tell you 12 about this is that she -- I'm thinking she 13 probably was not happy with it, now, but other 14 than that, I can't tell you anything else. I 15 mean, and honestly remember. 16 Q: Okay. All right. So you -- you are telling me 17 that you were going to go up there and -- and 18 try it one last time. 19 A: One last time. 20 Q: How many times had you gone up there and done 21 that before? 22 A: Well, I did it on the 20 -- oh, no, she came -- 23 she was at my house, I think, when I did this, 24 so you want to know how many times she ... 25 Q: You were going to ask her whether she was going
Page 110	Page 112
1 Q: -- and we'll come back tomorrow if we have to. 2 I mean, -- 3 MR. PYATT: But if -- well, if my client can't 4 remember, she can't remember. 5 MR. PARKER: I understand. 6 MR. PYATT: If that's the best -- if that's her ... 7 MR. PARKER: I understand what you're saying. 8 A: Uh-huh, yes. 9 Q: I'm just trying to remind her of what she's 10 already told me. 11 A: Okay. 12 Q: And that is that you talked to Ms. Bishop 13 almost every day and -- 14 A: Then -- 15 Q: -- but -- and she talks about this and that, 16 which could've included that she was going to 17 sell it or she was not going to sell it. She 18 was changing her mind about whether she was 19 going to sell it to you and all of this, and 20 none of that really caused you any problem in 21 between the time she was telling you those 22 things and the day you came up here on the 23 13th. 24 A: Well, now when she told me she had that 25 contract, then I knew she was serious --	1 to sell to you. 2 A: Well, I assumed she was going to sell it to me. 3 Q: Okay, but I'm -- 4 A: Until she -- 5 Q: -- trying to understand why you said one last 6 time. 7 A: Because if she said she got a contract. 8 Q: I understand, but what I'm saying is if you say 9 one last time, that implies that you've done it 10 before. 11 A: Yeah. 12 Q: So my question is -- 13 A: That's what I say, I asked her that morning -- 14 Q: Uh-huh (affirmative response). 15 A: -- was she going to do it. She said yes, then 16 so I said, okay, well, let me get -- let me go 17 down to Charleston. 18 Q: When -- when did she -- when did she say yes? 19 A: She said she would that morning on the 13th. 20 Q: Whenever you were on -- 21 A: August the 13, 2015. 22 Q: -- when you were on the phone with her? 23 A: Yes. 24 Q: Okay. I thought you told me earlier that you 25 did -- you went up here to Newberry not knowing

28 (Pages 109 to 112)

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1 whether she was going to do it or not? 2 A: That -- that's true. I didn't know because she 3 changes her mind a lot and I said well, I'm 4 going to try it one more last time -- 5 Q: Well, it sounds like you're changing -- 6 A: -- and ask her -- 7 Q: -- your mind a lot. 8 A: No, huh-uh. I wanted to do it. 9 Q: Because I mean at one point, you didn't know 10 whether she was going to do it -- 11 A: I -- I didn't. 12 Q: -- now you're telling me that she told you she 13 was. 14 A: No, initially. Look back on there. I -- I 15 told you before, I asked her that morning, and 16 I said I'm going to go down there again and 17 I'll ask her again. I told you on that -- on 18 this recording that I asked her twice that day 19 if she was going to do it. 20 Q: Okay. You're right, though, it'll be in there. 21 A: Uh-huh (affirmative response). 22 Q: Okay. So how much money are you out now on 23 this property? 24 A: I don't know. I don't know. I'd have to -- I 25 have to look.	1 that? 2 A: No, not that I can think of, no. 3 Q: Okay. 4 A: Not that I remember. 5 Q: Okay. This is sort of what I'm trying to get 6 at, Ms. Robinson, if you asked her to talk to 7 the bank about modifying the loan that is 8 something you would remember, so I mean, you 9 could give me a definitive answer. 10 A: I don't remember asking her to do that. 11 Q: Okay. So you didn't ask her to do that? 12 A: I don't remember asking her. 13 Q: Okay. When you made payments on the -- to the 14 bank -- 15 A: Uh-huh (affirmative response). 16 Q: -- did you write them on your -- 17 A: Business check. 18 Q: -- out of your -- your business check? 19 A: Yes. 20 Q: Okay. So it would've been coming from the 21 trucking company? 22 A: Yes. 23 Q: Okay. And you said that was J&R? 24 A: Yes. 25 Q: Yeah. All right. So let's see. Did you know
Page 114	Page 116
1 Q: Okay. 2 A: I don't know. 3 Q: But it was \$33,000 in -- or roughly \$33,000 in 4 August of 2015, right? 5 A: Yes. 6 Q: And then the monthly payments are \$2000 a 7 month, roughly? 8 A: They've been reduced I guess because it's 9 getting to the end. 10 Q: Uh-huh (affirmative response). 11 A: So it's not quite \$2000 now. 12 Q: Okay. Well, how much is it? 13 A: I don't remember the exact number, but it's 14 \$1000 and something. I -- I can't remember the 15 exact number. 16 Q: Okay. Is it -- but it's close to \$2000? Is it 17 closer to \$2000 or \$1500? 18 A: Probably closer to 15, 16, 17, something, well, 19 I guess, if it's 17, it's probably closer to 20 two then if it's 17, but it's only two away 21 from 15, so ... 22 Q: Have -- has Ms. Bishop or you ever talked with 23 the bank about modifying the loan? 24 A: I haven't. 25 Q: Okay. Have you ever asked Ms. Bishop to do	1 that shortly before August 13th, while the 2 contract with Mr. Shirey was pending, that Ms. 3 Bishop had folks bury -- burying various types 4 of debris out at the property? Did you know 5 that? 6 A: No. 7 Q: Okay. So she never told you about that? 8 A: No. 9 Q: Okay. Did she ever talk to you about getting 10 permits to do things like that? 11 A: No, we never talked about things like that. 12 Q: Okay. So if it -- if that happened, you'd be 13 surprised by it? 14 A: Yes, I don't think. 15 Q: Okay. And, I mean, you -- you -- you run your 16 own company with your husband, so I mean, you 17 -- you're, to use the phrase, smarter than the 18 average bear. So you understand that if 19 something like that were happening, if there 20 were being debris buried on the property that 21 you would need a permit to do that, right? 22 A: Yeah, I didn't -- I didn't bury anything on the 23 property. 24 Q: Oh, I know. That's not my question. My is, 25 you're smart enough to know that if you're

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Page 117 1 doing something like that, you need a permit to 2 do it, right? 3 A: Are you -- are you telling me, I mean, I don't 4 know. 5 Q: I'm asking you, are you smart enough -- 6 A: Oh, I don't know. 7 Q: Are you smart enough to know that, right? 8 A: I don't know. I don't know. I -- I would -- 9 I would have to -- I mean, I wouldn't have a 10 reason to bury anything on the property. 11 Q: Okay. 12 A: I don't know. I don't have a reason to do 13 that. 14 Q: All right. 15 A: That's not a landfill. 16 Q: And no, you're right, it's not a landfill. 17 That's the point. Okay. Now as a result of 18 all the things that happened on the 13th, as a 19 result of the deed, which is Plaintiff's Two, 20 if the Court were to ultimately uphold that 21 deed -- 22 A: Uh-huh (affirmative response). 23 Q: -- you would agree then, that Mr. Shirey would 24 lose out on the use of that property, right, 25 because it'd be yours?	Page 119 1 going to do that, we're going to uphold the 2 deed. 3 A: Uh-huh (affirmative response). 4 Q: If that happens, he loses out on whatever rent 5 he might've been able to get out of that 6 property, right? 7 A: But he didn't own the property. 8 Q: You're not answering my question. I mean, Ms. 9 Robinson, I am serious. I will come back 10 tomorrow. Answer my question. 11 A: Okay. 12 MR. PYATT: You can answer yes, no, or you don't 13 know. 14 A: Yeah. 15 MR. PYATT: Okay. 16 MR. PARKER: Right. 17 A: All right. 18 Q: That's all. That's all I'm asking. 19 A: Okay. Go ahead. 20 Q: Okay. So if the Court upholds the deed -- 21 A: Uh-huh (affirmative response). 22 Q: -- Mr. Shirey will lose out on any rent he 23 would've otherwise been able to get, right? 24 A: See to me that doesn't make any sense because 25 he doesn't own the property.
Page 118 1 A: Yes. 2 Q: Okay. And he'd lose out on any sort of rent 3 that he might've gotten if he were able to rent 4 it out, isn't that right? 5 A: I don't -- I don't know what he would lose out 6 on -- 7 Q: Uh-huh (affirmative response). 8 A: -- to be honest with you. 9 Q: Okay. But if he were -- if -- if he were able 10 to get any rent, he wouldn't be able to get it 11 as a result of that deed, right? 12 A: He don't own it, does he? 13 Q: Right. 14 A: So he -- he wouldn't have gotten it anyway. 15 Q: Uh-huh (affirmative response). Well, what I'm 16 saying is, if the Court -- you -- 17 A: So I don't understand -- 18 Q: -- you understand that part of this proceeding 19 is to set that deed aside. In other words, 20 make it null and void. You -- you realize 21 that, right? 22 A: No, I didn't. 23 Q: Yeah. That's part of what Mr. Shirey is asking 24 the Court to do and so my question is, is that 25 if the Court says no, Mr. Shirey, we're not	Page 120 1 Q: Answer my question. 2 A: I don't know. 3 Q: You -- okay. 4 A: You said yes, no, or I don't know. I don't 5 know. 6 Q: All right. So -- but in any event, as a result 7 of the agreement that y'all came to on the 13th 8 -- 9 A: Uh-huh (affirmative response). 10 Q: -- Mr. Shirey, under that agreement, wouldn't 11 get the property, right? 12 A: Yes. 13 Q: That was the whole idea of the agreement, 14 right? 15 A: The agreement was so I could still get the -- 16 honor the initial -- 17 Q: Uh-huh (affirmative response). 18 A: -- contract that I had. 19 Q: Right. I know. 20 A: So I would get the property. 21 Q: But so in other words, the whole idea is to 22 make sure that Mr. Shirey doesn't get it? 23 A: It wasn't targeted at him. 24 Q: Uh-huh (affirmative response). 25 A: I just wanted to make sure that I got the

30 (Pages 117 to 120)

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1 property to -- because she -- I guess she
 2 wasn't going to pay me back my money.
 3 Q: Now well, hold on now. You -- you say it
 4 wasn't targeted at him.
 5 A: No, I mean, I didn't even know him.
 6 Q: No, no, I understand that.
 7 A: Yeah, so it wasn't targeted at him like --
 8 Q: I understand that, but you knew about the
 9 contract.
 10 A: Yeah, when I went up there, she -- she actually
 11 showed it to me, so yes, I did know about it --
 12 --
 13 Q: Okay. So when --
 14 A: -- when she showed me.
 15 Q: -- you knew about it and you go up there and
 16 y'all come to this agreement --
 17 A: Uh-huh (affirmative response).
 18 Q: -- the whole idea of that agreement is that
 19 Mr. Shirey doesn't get the property and you do,
 20 right?
 21 A: Yes.
 22 Q: Okay. And so because of that -- because of
 23 that agreement, Mr. Shirey loses out on the use
 24 of the property, right?
 25 A: See this is where I have a problem at because

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1 I don't understand that question because he
 2 never owned the property so --
 3 Q: I --
 4 A: -- so --
 5 Q: -- you -- you said that you knew that he had
 6 a contract on the property.
 7 A: -- he had -- so he didn't own it at that time.
 8 Q: No, no, ma'am, he didn't.
 9 A: So how would he have lost if he didn't -- if he
 10 doesn't own it? That's -- that's -- that's why
 11 I can't -- that's why I'm having difficulties
 12 --
 13 Q: What is Mr. Shirey's --
 14 A: -- answering your question.
 15 Q: -- obligations under the contract under your
 16 understanding?
 17 A: I don't know -- have -- let me -- let -- I have
 18 to read it.
 19 Q: Okay.
 20 MR. PYATT: For the record, we're going to object to
 21 the question because our position is that --
 22 that there was no contract in existence on
 23 August 13th.
 24 MR. PARKER: Okay.
 25 Q: But answer my question. What -- what did Mr.

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1 Shirey have to do?
 2 A: Have to do when?
 3 Q: In order to fulfill his part of the contract.
 4 Did he have to do --
 5 A: He didn't have a contract with me now.
 6 Q: No, no, I understand.
 7 A: Okay.
 8 Q: We're talking about the contract, which is
 9 Plaintiff's Five. Under that contract, is it
 10 true or not true that the only obligation that
 11 Mr. Shirey had was to pay the money?
 12 A: I didn't read it. Maybe I need to read it to
 13 see what his obligations were.
 14 Q: And under your contract, what was your only
 15 obligation?
 16 A: My only obligation was to pay. Under my
 17 contract, my only obligation was to pay the
 18 remaining balance.
 19 Q: Okay. In your conversations with Ms. Bishop,
 20 has she told you that Mr. Shirey had some other
 21 obligations in addition to paying the money?
 22 A: Not that I know of, no.
 23 Q: Okay. So is it reasonable to assume then, that
 24 Mr. Shirey's only obligation under the contract
 25 was just to pay the money?

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1 A: I have to read the contract and -- I would have
 2 to read it.
 3 Q: Uh-huh (affirmative response). Okay.
 4 A: Or to -- well, here it says -- well, here --
 5 MR. PYATT: We're going to object to that too
 6 because she -- she wasn't a party to the
 7 contract --
 8 A: Yeah.
 9 MR. PYATT: -- so she doesn't whatever obligations
 10 are under that contract.
 11 MR. PARKER: That's fine.
 12 A: Well, here it says closing -- closing would be
 13 held no earlier than August 3, 2015, and no
 14 later than August the 12th, so --
 15 Q: You -- you're not getting my question.
 16 A: Well, I'm trying to find out what his --
 17 Q: I wasn't ...
 18 A: -- obligations were.
 19 Q: And I'm withdrawing the question, Mr. -- Mr.
 20 Pyatt says you're not a party to the contract
 21 and that's fine. I won't ask you about it. So
 22 let's see.
 23 A: So in other words --
 24 MR. PYATT: He says he's withdrawing the question.
 25 A: Okay.

31 (Pages 121 to 124)

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1 Q: Uh-huh (affirmative response). So I just want 2 to understand and I want to try to, in 3 understanding, I want to try to see if you 4 grasp the import of what you've told me today. 5 A: Uh-huh (affirmative response). 6 Q: Is -- is it true that what you've told me is 7 that you talk to Ms. Bishop almost every day? 8 A: Uh-huh (affirmative response). 9 Q: Did you tell me that? 10 A: Yeah. 11 Q: Okay. 12 A: Initially, not that much now, but initially I 13 did. 14 Q: Okay. 15 A: When my husband -- my husband -- when my uncle 16 first died, I did. 17 Q: Yeah. Okay. 18 A: Uh-huh (affirmative response). 19 Q: Is there a reason why y'all don't talk as much 20 now? 21 A: I -- I've got more on my plate. I mean, I 22 still talk to her and text her, but I got -- 23 Q: Okay. That's fine. 24 A: -- a lot on my plate. 25 Q: But you talk to her a lot and she's your aunt	1 you're close with your aunt or not? 2 A: Yeah. I'm -- I'm -- well, I guess you would 3 call it close. 4 Q: This is what I'm talking about with your 5 testimony today. You're arguing with me about 6 things you don't need to argue with me about. 7 A: Yeah, I mean, we're -- 8 Q: I mean, you're close. 9 A: -- close. 10 Q: Okay. And so you talk every -- almost every 11 day. 12 A: Uh-huh (affirmative response). 13 Q: You -- you're close. She talks about, you 14 know, changing her mind about your contract, 15 you know, she's telling you about how she's 16 found a buyer that's going to buy it outright, 17 and then she ultimately tells you that she's 18 got a contract with Mr. Shirey, and all during 19 that time, you aren't saying anything to her 20 about hey wait a minute, you've got to pay me 21 back or hey wait a minute, we've got a contract 22 until August the 13th, isn't that what you've 23 told me today? 24 A: I told you that I didn't -- I didn't say that. 25 What I said was when she asked me -- when she's
Page 126	Page 128
1 and so y'all are -- 2 A: Uh-huh (affirmative response). 3 Q: -- close. You told me that, right? 4 A: No, you said that. I said we were, you know, 5 we -- she was family. 6 Q: Okay. 7 A: And we talked. 8 Q: And you talk almost every day, would you -- 9 A: Yeah. 10 Q: -- would you describe that as not close? 11 A: I talk to my co-workers almost every day, but 12 I wouldn't consider them close. 13 Q: Yeah, but your co-workers are right in front of 14 your face. 15 A: Yeah. 16 Q: Your aunt is two-and-a-half hours away. 17 A: I mean, we're family. We're -- 18 Q: And you told me ... 19 A: -- yeah, we're together. 20 Q: You told me that you come up here sometimes two 21 -- two times a month. 22 A: More than that now. 23 Q: Okay. 24 A: Yeah. 25 Q: So now you're arguing with me about whether	1 talking to me -- 2 A: Uh-huh (affirmative response). 3 Q: -- and she's telling me all of this, I told 4 you that yeah, you know, because she goes back 5 and forth -- 6 Q: Uh-huh (affirmative response). 7 A: -- back and forth, so ... 8 Q: Wait, wait, back and forth with what? 9 A: I mean, just different things. She'll say 10 she's going to do something today and it's, oh, 11 no, I'm not going to do that today, or yeah, 12 I'm -- I'm trying to do this. 13 Q: All right. 14 A: And so I'm just saying she goes back and forth 15 like I told you before I go uh-huh, yeah, but 16 when she discussed this, I did remind her that 17 she had something with me. She said -- and she 18 did state that she forgot -- 19 Q: Uh-huh (affirmative response). 20 A: -- that she had something with me. 21 Q: Uh-huh (affirmative response). 22 A: But I mean, this is -- it's just like I just 23 said, okay, now remember you, you know, 24 remember you've got this contract you got with 25 me that's binding.

32 (Pages 125 to 128)

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1 Q: Uh-huh (affirmative response). And you're 2 telling me, though, that, that didn't happen 3 until the morning of the 13th? 4 A: No, no, no, no, that's when I really asked her 5 about it. I mean, like I said, I was going 6 back and forth. 7 Q: Okay. 8 A: And I asked her about remember you've got this 9 with me. 10 Q: Uh-huh. Right. 11 A: And that's -- and that's as far as that 12 conversation. I know one time that's as far as 13 it actually went because like I said, she'll 14 change her mind, she'll come back, but my -- in 15 my head, I was saying okay, I've got something 16 binding. 17 Q: Uh-huh (affirmative response). 18 A: So I'm not even worried about what she says 19 when she talks about that other stuff. 20 Q: All right. So when that happened before the 21 13th and you reminded her that hey, wait a 22 minute, I've got a contract with you and she 23 told you that she forgot, you know, she was 24 just telling you what that -- that she's got a 25 -- a buyer and ...	1 can't remember the school's back in date, but 2 it seems though -- see so we end usually the 3 first week, we end and see we go back before 4 they do. I -- I can't remember. 5 Q: Uh-huh (affirmative response). 6 A: I can't remember if -- if that was one of the 7 days that we -- we go back and the students 8 don't go back, but if -- if it did, I know I 9 probably would've took off for that, but I 10 can't -- I can't remember. 11 Q: Uh-huh (affirmative response). Okay. All 12 right. So the 13th would've been a Thursday in 13 August. How do y'all normally do it, would 14 y'all -- y'all go before the children come 15 back? 16 A: Let me look and see about the date because you 17 said it was on a Thursday? 18 Q: Yes, ma'am. 19 A: What do you mean how do we normally do it? I 20 don't understand. 21 Q: Oh, you -- you said that -- that the teachers 22 normally go before the children come back, 23 isn't that right? 24 A: Yes. 25 Q: How do y'all normally do that? I mean, when --
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1 A: Well, she -- she was just saying that she was 2 looking and I said well, I got, you know, what 3 about our deal, you know. 4 Q: Uh-huh (affirmative response). Okay. But 5 there's no question, though, that you 6 ultimately learned of Ms. Bishop's deal -- Ms. 7 Bishop's contract with Mr. Shirey? 8 A: Yeah, ultimately learned of it. 9 Q: Yeah. In other words, you actually saw it, you 10 actually knew about it? 11 A: Yeah. 12 Q: Okay. And let's see. Now on the 13th, was 13 school back in session then? 14 A: August the 13th? 15 Q: Uh-huh (affirmative response). 16 A: On the -- on the 15th, I -- I don't -- I don't 17 know, but it seems -- 18 Q: No, no -- 19 A: -- like it -- 20 Q: -- on the 13th. August 13th. 21 A: Yeah, that's what I -- 2015. I don't -- I 22 can't remember which date I -- because see I go 23 to school and I teach school. 24 Q: Uh-huh (affirmative response). 25 A: So I don't know. I can't remember. I mean, I	1 do you do it the week before and if so is it 2 like on a Wednesday or a Thursday? 3 A: See it's -- it's different each month because 4 of the dates. 5 Q: Uh-huh (affirmative response). 6 A: So I don't know. I know we at least maybe a 7 little more than a week, but we at least go 8 back a week before -- 9 Q: Okay. 10 A: -- the students, but I don't know which day we 11 started back on the -- 12 Q: So -- 13 A: -- on -- on -- in 2015. 14 Q: Where did you say you teach? 15 A: I teach at Trident. 16 Q: Trident? 17 A: Yes. 18 Q: And where is that at? 19 A: Charleston, South Carolina. 20 Q: Okay. It's not Goose Creek, it's actually 21 Charleston? 22 A: Yeah, yes, that's -- 23 Q: Okay. 24 A: -- Charleston. I said I was from Charleston 25 --

33 (Pages 129 to 132)

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1 Q: Yeah, you did. 2 A: — but I meant — 3 Q: I know what you meant. 4 A: — I meant. It's a little town around there, 5 so — 6 Q: I'm just making sure. 7 A: — I guess, I'm from Goose Creek. 8 Q: Yeah. Okay. And so if I ask Trident whether 9 the teachers had to be at school that day, you 10 know, whatever they said would be right? 11 A: Unless we had an FNW day. 12 Q: Oh, Lord, you're going to have to tell me what 13 that is? 14 A: We have a day that yes we're — we're — we can 15 — supposed to be back, but we can take off — 16 Q: Yeah. Okay. 17 A: — that day without — without — 18 Q: Okay. 19 A: — and get paid for it without penalty. 20 Q: And so do you mind if I ask Trident whether you 21 took that day off or not? 22 A: You can ask them. 23 Q: Okay. 24 A: I — I — you can ask — I mean, you can call 25 or you can look at the schedule and see, but —	1 A: Yes. 2 Q: — checks. Okay. What is your trucking 3 company bank? 4 A: Bank of America. 5 Q: Okay. You wouldn't happen to have a trucking 6 company check with you, would you? 7 A: No. Why would you need a check? 8 Q: Because I — I'm going to get your statements 9 and I just — all right. That's okay. We can 10 handle that later. 11 A: Yeah. 12 Q: And let's see. Do you know how many payments 13 are left to be made on this property? 14 A: I don't know right offhand. 15 Q: Okay. 16 A: No. 17 Q: Now I don't know if you've understood 18 throughout this case, but Ms. Bishop sent a 19 essentially a doctor's note to talk about why 20 she couldn't be at the closing of the contract 21 with Mr. Shirey on the 13th. Well, first, did 22 you know that? 23 A: She sent a doctor's note? 24 Q: Yeah. 25 MR. PYATT: His question to you is: did you know
Page 134	Page 136
1 let me see, the 13th. Because we can go in 2 anytime between 7:30 in the morning and 10:30 3 at night. 4 Q: Uh-huh (affirmative response). 5 A: So I don't know. I — that's 2014. You can 6 ask. It never hurts to ask. 7 Q: Uh-huh (affirmative response). Okay. 8 A: But I know I was here. I can't remember when. 9 Q: Okay. 10 A: I can't remember exactly what I did that day to 11 be honest with you. 12 Q: All right. If we could just take a little 13 break? 14 (Off the Record) 15 Q: Okay. Ms. Robinson, we're almost finished. 16 A: Uh-huh (affirmative response). 17 Q: If you'd just bear with me for a little bit 18 longer. You said that — 19 A: Are these mine? 20 Q: Oh, no, ma'am, you're going to end up — 21 A: Okay. All right. 22 Q: — giving those — 23 A: All right. That's fine. Okay. 24 Q: Yeah, you said that you made payments towards 25 the mortgage with your trucking company —	1 that? 2 A: Did — did I know that? 3 Q: Right. Yeah. 4 A: I don't remember her telling me that. 5 Q: Okay. All right. That's fine. So you — you 6 wouldn't have gone to the doctor with her? 7 A: I didn't go to the doctor with her. 8 Q: Okay. That's good enough. 9 A: Uh-huh (affirmative response). 10 Q: All right. Now you told me earlier that Ms. 11 Bishop showed you the contract with Mr. Shirey, 12 Plaintiff's Five, at some point, and my 13 question is how did she do that? Did she fax 14 it to you, did she — 15 A: Handed it to me. 16 Q: Handed it to you. Okay. So, I mean, you were 17 up here or she was down there? 18 A: I was up here. 19 Q: Okay. All right. And so it's — it's your 20 testimony that you didn't know about this 21 contract until the 13th, is that what you're 22 telling me? 23 A: Well, she — she mentioned she was, like I said 24 earlier, that she was going to do whatever, but — 25 -

34 (Pages 133 to 136)

1 Q: Right.
 2 A: --- like I said, I don't -- I don't remember
 3 her saying anything like she probably said on
 4 the 12th or sometime before that she was
 5 looking for something.
 6 Q: Right.
 7 A: But when she actually said she had a -- a
 8 contract that she was going close on ---
 9 Q: Uh-huh (affirmative response).
 10 A: --- well, she didn't say close, but she said
 11 she actually had a contract ---
 12 Q: Uh-huh (affirmative response).
 13 A: --- then I guess and I was paying attention ---
 14 Q: Uh-huh (affirmative response).
 15 A: --- this time ---
 16 Q: Right.
 17 A: --- I came right up here.
 18 Q: Okay. Did -- did she ever tell you how much
 19 she was selling it for ---
 20 A: I don't remember.
 21 Q: --- or wanted to sell it for?
 22 A: I don't remember her telling me.
 23 Q: Okay.
 24 A: So if she told me, I wasn't paying her any
 25 attention, so I don't remember.

1 Q: Okay. Do you know Reverend Johnny McCurry?
 2 A: Where's -- how am I supposed to know him?
 3 Q: I mean, it's a question. You either know him
 4 or you don't.
 5 A: John McCurry. She has two people that -- with
 6 that last name Curry, now I don't know what --
 7 what -- what the first name that -- that work
 8 with her.
 9 Q: Okay.
 10 A: So now I don't know what their first -- but I
 11 thought it was a lady.
 12 Q: Uh-huh (affirmative response). Do you know ...
 13 A: Not personally, no.
 14 Q: Okay. All right. Do you ever remember there
 15 being an incident out at Ms. Bishop's home
 16 where there was an argument on the front porch
 17 and some sheriff's officers were called? Do
 18 you remember that ever happening?
 19 A: On the front porch and the sheriff's office was
 20 called?
 21 Q: Uh-huh (affirmative response).
 22 A: I don't ever remember being there and that
 23 happened.
 24 Q: Uh-huh (affirmative response). Okay. Do you
 25 ever remember anybody telling you that it

1 happened?
 2 A: On the front porch, what happened?
 3 Q: Well, there was an altercation is what I'm
 4 saying and there was a -- a -- a ruckus made on
 5 Ms. Bishop's front porch one night.
 6 A: Concerning this?
 7 Q: Yes, ma'am.
 8 MR. PYATT: And he's asking you if ...
 9 A: No, I don't -- I don't -- I don't remember that
 10 concerning this.
 11 Q: Okay. All right.
 12 A: Huh-uh (negative response).
 13 Q: And so if there was evidence that there was a
 14 -- an altercation or some sort of disagreement
 15 on Ms. -- at Ms. Bishop's front -- or at her
 16 property about the -- the question of Ms.
 17 Bishop selling the property out from underneath
 18 you, you won't -- wouldn't have any knowledge
 19 about that at all?
 20 A: A ruckus being on the front porch, no, I don't
 21 have any knowledge about that.
 22 Q: Do you -- do you have any knowledge of any sort
 23 of dis -- disagreement at Ms. Bishop's property
 24 about this -- at Ms. Bishop's property about
 25 the property that we're here to talk about

1 today?
 2 A: No.
 3 Q: Okay. Okay. So your -- has your husband ever
 4 had a -- a conversation with Ms. Bishop about
 5 this property?
 6 A: I don't know.
 7 Q: Uh-huh (affirmative response).
 8 A: I don't know.
 9 Q: He never told you that?
 10 A: He's always been with me. I don't -- I don't
 11 know. I -- I really don't know.
 12 Q: Okay.
 13 A: Well, not always with ...
 14 Q: But you -- you and your husband -- y'all aren't
 15 estranged or anything, are you?
 16 A: No.
 17 Q: Okay. In other words, y'all are living
 18 together and, you know, ...
 19 A: A family?
 20 Q: Yeah, right.
 21 A: Yes.
 22 Q: Okay.
 23 A: Is that strange?
 24 Q: No, no, estrange. Estrange, meaning -- meaning
 25 ---

1 A: I know. I know what it means.
2 Q: -- living apart.
3 A: I'm talking about is that -- so I'm asking you,
4 is that strange.
5 Q: Oh, no, no, no. I would find it strange if you
6 were, which is why I was asking. Okay. All
7 right. That's about all we got. Thank you,
8 Ms. Robinson.
9 MR. PYATT: Just a few for me.
10 MS. ROBINSON - EXAMINATION BY MR. PYATT:
11 Q: The -- the documents -- the -- the sales
12 contract and the deed, you prepared these
13 documents on the 13th of August?
14 A: One of them.
15 Q: August 13, 2015?
16 A: This one I did.
17 Q: Okay.
18 A: And I prepared those.
19 Q: And then the ---
20 A: But this one I did -- I did on -- I did before
21 then because you can -- time I printed it out.
22 Q: All right.
23 MR. PARKER: You might want to say the numbers, so
24 ...
25 Q: Okay. So you prepared Plaintiff's Exhibit Two

1 on the 13th of August 2015?
2 A: Yes.
3 Q: And you prepared Plaintiff's Exhibit Four on
4 August 13, 2015?
5 A: Yes.
6 Q: Okay. No further questions.
7 MR. PARKER: Okay.
8 (There being no further questions, the deposition
9 concluded at 1:51 p.m.)

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
) EIGHTH JUDICIAL CIRCUIT
COUNTY OF NEWBERRY) C/A #: 2015-CP-36-00443

Robert G. Shirey,)
)
 Plaintiff,)
)
v.)
)
Gwen G. Bishop, Cassandra)
Robinson, and TD Bank, N.A.)
)
 Defendants.)
-----)

HEARING

Wednesday, March 22, 2017
10:53 a.m. - 3:09 p.m.

The hearing before the Special Referee Samuel M. Price, Jr., Esquire, was taken at the Law Offices of Samuel M. Price, Jr., P.A., 1413 Main Street, Newberry, South Carolina, on the 22nd day of March, 2017 before Travis McLeod, Court Reporter and Notary Public in and for the State of South Carolina.



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EXHIBITS

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(Land Purchase Contract)	
Plaintiff's Exhibit Number 3	16,18
(Copies of 2 Checks)	
Plaintiff's Exhibit Number 4	19,21
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(2015 Land Sale Contract)	
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(All Exhibits except Plaintiff's Exhibit Number 8
were admitted into evidence.)



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1 CALL TO ORDER:

2 **THE COURT:** I'd like to welcome everybody. My name
3 is Sam Price, and I'm sure you're wondering --
4 I thought I had a lawsuit going, and, you know,
5 what are we doing in a lawyer's office rather
6 than in a Courthouse? Well, let me explain
7 that to you. Larger counties, and by larger
8 I'm talking about population, have what they
9 call a standing Master or a Master In Equity,
10 which is a judge that hears non-jury cases.
11 Non-jury cases or cases such as mortgage
12 foreclosures determine a title of property and
13 the like. In smaller counties, and by that I
14 mean by population, a Circuit Court Judge will
15 appoint a lawyer to be what is called a Special
16 Referee. And the Special Referee becomes the
17 judge of the case, and that's why we're here.
18 I am the Special Referee of this case, and I
19 know -- I knew very little about the case until
20 the lawyers and I got together. And the reason
21 we did that, by talking to them I can sort of
22 see where the issues are, you know, rather than
23 spend hours going through that. We can, kind
24 of, just get right down to the nitty gritty.
25 And, as I understand the issue here, there was



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1 a contract of sale between Ms. Bishop and Ms.
2 Robinson. And under the terms of that
3 agreement Ms. Robinson was to make payments on
4 the mortgage, and when the payments were made
5 there was to be a transfer of title at that
6 time. At some later time Ms. Bishop entered
7 into a contract with Bobby Shirey to sell this
8 property for \$125,000.00. On the date of the
9 transfer, excuse me, on the date of the closing
10 was to be made Ms. Bishop sent a doctor's note
11 indicating she was medically unable to
12 participate. Then a deed got signed to Ms.
13 Robinson that day or the next day. And so,
14 Bobby is still interested in purchasing the
15 property. Ms. Bishop has already transferred
16 that. And, it's my job to listen to the
17 testimony, and examine the evidence, and figure
18 out how to straighten this thing out. Now,
19 having said that, does either lawyer want to
20 make an opening statement?

21 **MR. PYATT:** No.

22 **MR. PARKER:** Huh-uh. No.

23 **THE COURT:** Okay. Well, Mr. Shirey is the
24 Plaintiff, so I'll let y'all go ahead and get
25 started with your cases.



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1 MR. PARKER: Okay. If you'll swear him in.

2 ROBERT G. SHIREY, having been duly sworn, testifies
3 as follows:

4 MR. SHIREY - DIRECT EXAMINATION BY MR. PARKER:

5 Q: Okay. Mr. Shirey, if you would for the record,
6 tell us your full name.

7 A: It's Robert Gillmore Shirey.

8 Q: Okay. What do you do for a living?

9 A: I'm in the crawler, crane, and big rough
10 terrain leasing business. I buy cranes and
11 lease them to contractors all over the
12 continent of the U.S. and Canada for power
13 plants, wind farms, coliseums, bridges, lock
14 and dam work, hydroelectric work.

15 Q: Okay. And do you have an office that you
16 operate out of?

17 A: I do.

18 Q: Where is that?

19 A: It's here in Newberry, in Newberry County.

20 Q: Okay.

21 A: It's at 245 Industrial Park Road.

22 Q: Okay. I'm gonna give you something. It's going
23 to be marked Plaintiff's 1.

24 (Plaintiff's Exhibit Number 1 was marked for
25 identification purposes.)



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1 Q: If you would take a look at it, and if you know
2 what it is if you would just tell me what it
3 is.

4 A: It's basically a overview of property I own
5 with the exception of the property in question
6 with the Bishop family.

7 Q: Okay. Does it appear to be a print out of the
8 GIS map?

9 A: Yes, sir.

10 Q: Okay. I'm gonna give you this pen. If you
11 would, put an asterisk on the properties that
12 belong to you.

13 A: (Witness does as instructed.)

14 Q: Okay. All right.. Now, in looking at
15 Plaintiff's 1, is there a particular piece of
16 property that is outlined in blue?

17 A: Yes, sir.

18 Q: Okay. If you know, whose property is that?

19 A: It's my understanding that it belongs to the
20 Bishop family.

21 Q: Okay. So that's the property that we're
22 involved with in this proceeding, is that
23 right?

24 A: Yes. Its reference here is 294-23.

25 Q: Okay. And, so that property is bounded on how



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- 1 many sides by property that you own?
- 2 A: Two.
- 3 Q: Okay. And, if you know, who owns the property
- 4 that is not bounded by you?
- 5 A: Power company.
- 6 Q: Okay. And, what is the, if you know, the
- 7 access to the Bishop family property?
- 8 A: Power Station Road.
- 9 Q: Okay. And is there any other access that you
- 10 know of?
- 11 A: Only through my property.
- 12 Q: Okay. Now this property that we're talking
- 13 about, is it in Newberry County?
- 14 A: Yes, sir.
- 15 Q: Okay. Now, Gwen Bishop is a party to this
- 16 action, is that right?
- 17 A: Yes, sir.
- 18 Q: Okay. How do you know her?
- 19 A: Only as the owner of the property.
- 20 Q: Okay. Did there come a time when she started
- 21 to talk to you about the idea of you purchasing
- 22 that property?
- 23 A: Yes, sir.
- 24 Q: Yeah. When, about, did that happen?
- 25 A: Can I refer to some notes I have here.



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1 Q: Okay.

2 A: It was either the last quarter of '14, 2014, or
3 the first quarter of 2015.

4 Q: Okay. And, when she came to you to talk about
5 purchasing the property, did she tell you what
6 was going on with her, why she would want to
7 sell it?

8 A: She basically indicated that she had a lot of
9 stress running the business since her husband
10 had passed away, and her son, and that she
11 didn't want to deal with it anymore. I was
12 actually introduced to her by a fellow named
13 Johnny Mac Scurry, I believe.

14 Q: Uh-huh.

15 A: And was actually referred, prior to that,
16 through the Whitaker family. Doggett Whitaker
17 had approached me over at a restaurant here in
18 town, and wanted to know if it was okay for him
19 to give Ms. Bishop my phone number to reach out
20 to me about purchasing the property. It's my
21 understanding that the Bishop family had
22 basically provided a service to his business.

23 Q: Okay. And so, it's your understanding that the
24 Bishop family was running a business of some
25 kind on that property?



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1 A: That's correct.

2 Q: Okay. If you know, what kind of business was
3 that?

4 A: It's my understanding they're in the grave
5 digging business and manufacturing and
6 fabricating vaults.

7 Q: Okay. And, Mr. Whitaker who approached you
8 about it -- and you said that the Bishop family
9 and Mr. Whitaker had some business together.
10 What kind of business does Mr. Whitaker have?

11 A: A funeral home and also a cemetery as I
12 understand it.

13 Q: Okay. All right. And so, Ms. Bishop told you
14 that she was having stress related to dealing
15 with the business?

16 A: That's correct.

17 Q: Okay. Did she tell you what kind of stress, or
18 what it was that was stressing her about the
19 business?

20 A: Not into any major detail, no. It was just
21 overwhelming to her 'cause her husband had
22 always taken care of it.

23 Q: Okay. Did she tell you that she was stressed
24 about paying the bills of the business?

25 A: She did not indicate that, no.



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1 Q: Okay. All right. So, she approached you about
2 purchasing the property. At the first time she
3 did that, what did you say?

4 A: As best as I can recall, I met her up at the
5 property. Johnny Mac Scurry was there. There
6 was two ladies in the offices, in the office
7 area. I think Mr. Scurry's wife may have been
8 one of them. There was a couple other people
9 out in the shop area. I basically tried to
10 encourage her to stay in business. I told her
11 I thought that things would get better, and
12 that if she was patient that I felt like that
13 she'd get a better understanding of the
14 business.

15 Q: All right.

16 A: 'Cause, you know, I just felt like that, you
17 know, seeing the people that were working there
18 probably depended on her for a source of income
19 was what I'd mentioned to her. And she said
20 she didn't have any interest in that, that she
21 had dealt with it long enough. She was ready
22 to get out.

23 Q: I understand.

24 A: And that she would be in touch with me the
25 following week, and that we would make



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1 arrangements to purchase or sell the property.

2 Q: Okay. The discussions that y'all had about
3 your purchasing the property, about how long
4 did those go on?

5 A: Three to four months, I would say.

6 Q: Okay.

7 A: She'd reach out to me, and then she'd go away,
8 and then she'd reach back out again, and then
9 she'd go away, and it was ... It may have even
10 been on a four to six week basis 'cause she'd
11 come, and then she'd go, and then she'd come,
12 and then she'd go.

13 Q: All right.

14 A: And I never could, you know -- it was like she
15 was undecided what she wanted to do.

16 Q: Right. And when she would come and go, when
17 she would come back to you, were you still
18 telling her, you know, to be patient and to --
19 that the property would ---

20 A: After about the second time I just told her,
21 you know, if you want to sell it let's sell it.
22 If you don't, you know, there's no need to
23 continue to contact me.

24 Q: Right. Okay.

25 A: And at one time she had indicated she had



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1 somebody else that was interested as well.

2 Q: Okay.

3 A: And I said, well that's, you know, that's fine.

4 I mean, you came to me so just let me know.

5 Q: Right. But she didn't tell you who that person
6 was?

7 A: No, she did not.

8 Q: Okay. All right.

9 A: I think it had more to do with somebody buying
10 the property and the business as a whole, if I
11 recall correctly. It seemed like they were
12 somewhere in the -- between here and the coast,
13 as I took it.

14 Q: Uh-huh. Okay. All right. So, but ultimately
15 y'all did enter into a contract, is that right?

16 A: Yes. That's correct.

17 Q: All right. I'm gonna show you what's going to
18 be labeled as Plaintiff's 2.

19 **(Plaintiff's Exhibit Number 2 was marked for**
20 **identification purposes.)**

21 Q: And when you have a chance, take a look at it.
22 Tell me what it is.

23 A: I would interpret this to be a contract to sell
24 the real estate.

25 Q: Uh-huh. Does it ---



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1 A: Each page has my signature on it, and a date of
2 5-20.

3 Q: May 20 of 2015? Is that what it says?

4 A: It just says 5-20. So I would guess, I would
5 say it would be.

6 Q: Okay. If you would, look at the signature
7 page, which is the next to last page.

8 A: Yes, sir.

9 Q: Does it show a date on that?

10 A: 5-20-15.

11 Q: Okay. And does that appear to be your
12 signature?

13 A: It is my signature.

14 Q: Okay. And so, does Plaintiff's 2 appear to be
15 the contract that you and Ms. Bishop signed for
16 your purchase of the property ---

17 A: It does.

18 Q: --- that we're talking about?

19 A: Yes, sir.

20 Q: Okay.

21 **THE COURT:** Now, we offering this as Exhibit 2?

22 **MR. PARKER:** We are.

23 **THE COURT:** Any objection?

24 **MR. PYATT:** No, no.

25 **THE COURT:** Okay.



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1 (Plaintiff's Exhibit 2 was admitted into evidence.)

2 Q: All right. So, for the benefit of The Court,
3 let's talk about what it says. Okay? What
4 does it say the purchase price is?

5 A: 125,000.

6 Q: Okay. And, is it your understanding that the
7 contract says that Ms. Bishop had to give you
8 title free and clear of all liens?

9 A: Yes, sir.

10 Q: Okay. What is your understanding of your sole
11 obligation under that contract?

12 A: Give to you \$125,000.

13 Q: To pay money, right?

14 A: That's right.

15 Q: Okay. Now, are you aware whether there is a
16 mortgage that affects this property?

17 A: I was not aware.

18 Q: Okay. Have you since become aware that there
19 is a mortgage affecting this property?

20 A: I've heard that there is.

21 Q: Okay. Do you remember ever seeing a pay off
22 quote related to that mortgage?

23 A: No.

24 Q: Okay. Do you know whether Ms. Bishop ever
25 provided a pay off quote for that property?



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1 A: I do not know that.

2 Q: Okay. Is it your understanding that she never
3 did?

4 A: It is my understanding that it was requested
5 and never was delivered.

6 Q: Okay. All right. I think you rightly said
7 that your only obligation was to pay money. Do
8 you remember on what date you did that?

9 A: August the 12th.

10 Q: Okay. I'm gonna show you what's going to be
11 labeled as Plaintiff's 3.

12 **THE COURT:** I've got a copy in your brief.

13 **MR. PARKER:** Okay.

14 **(Plaintiff's Exhibit Number 3 was marked for**
15 **identification purposes.)**

16 Q: And when you have a chance, take a look at that
17 and tell me what it is.

18 A: It's the balance of the -- well this is a copy
19 of both checks actually.

20 Q: Okay. Does it appear that these are copies of
21 the checks that you paid as a part of the
22 purchase of the Bishop property?

23 A: The first one is dated May the 19th for the
24 earnest money.

25 Q: Yes, sir.



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1 A: The contract, I think, was signed on the 20th.
2 And the second one, which would be the one at
3 the top of the page, would be the closing
4 amount that I would have been furnished to have
5 the check cut, made out to.

6 Q: Okay. And so, it's your testimony today that
7 you paid that money in, for purposes of the
8 closing, on August 12th?

9 A: That's correct. It references the, I guess
10 that GIS number.

11 Q: Okay.

12 A: 294-23 on the check on the top.

13 Q: Okay. And referring back to Plaintiff's 2,
14 which is the contract. If you'll look on the
15 ...

16 MR. PARKER: Sorry.

17 THE COURT: Sure. Help yourself.

18 Q: On the second page paragraph six, when does it
19 say the closing would occur?

20 A: No earlier than August the 3rd, and no later
21 than August the 12th.

22 Q: Okay. And so you paid your money on the 12th,
23 is that right?

24 A: That is correct.

25 Q: Okay. If you recall, you just mentioned that



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1 the contract says that the closing would happen
2 no earlier than August the 3rd. Do you recall
3 why there -- why it was not to close before
4 that date?

5 A: Yes. Ms. Bishop wanted an extended closing
6 date so she could basically vacate the
7 property, sell off her equipment. She had some
8 folks she wanted to have -- give a chance to
9 come in and look at the equipment, which was
10 her molds and casting equipment as I understood
11 it, and also clean up the property and make it
12 available to transfer over to me.

13 Q: Okay. And, did Ms. Bishop ever start that
14 process of clearing the property out and ---

15 A: Yes.

16 Q: Okay. When did that start happening?

17 A: If I recall, it was about a week after the
18 contract was signed.

19 MR. PARKER: Okay. Let's see. And, I'd move to
20 admit Plaintiff's 3 into evidence.

21 THE COURT: Any objection?

22 MR. PYATT: No objection.

23 THE COURT: Okay. So admitted.

24 (Plaintiff's Exhibit Number 3 was admitted into
25 evidence.)



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1 Q: All right. So, what is your understanding of
2 when Ms. Bishop was to appear and sign the
3 deed, pick up her money, as a part of the
4 closing?

5 A: Prior to the 12th.

6 Q: Okay.

7 A: Or on the 12th.

8 Q: Right.

9 A: No later than the 12th.

10 Q: Okay. And did there come a time when that date
11 changed?

12 A: I went to the closing on the 12th. Ms. Bishop
13 didn't show up. I was told to come back on the
14 13th. And Ms. Bishop did not show up then
15 either, and while I was waiting in a room
16 similar to this, I was shown a doctor's excuse.
17 There was a knock on the door and a lady came
18 in there and said, you know, this is what we're
19 doing.

20 Q: Okay.

21 A: And that was it. Mr. Pope's office.

22 Q: All right. I'm gonna show you what's going to
23 be labeled Plaintiff's 4.

24 (Plaintiff's Exhibit Number 4 was marked for
25 identification purposes.)



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1 Q: And after you have a chance, take a look at
2 that and tell me what it is.

3 A: It's a doctor's statement.

4 Q: Okay. Does that appear to be the doctor's
5 statement you just referred to?

6 A: I believe it is. There's something that's been
7 cut off at the very bottom of the page, but I
8 would think it is.

9 Q: Okay.

10 A: There's no reason to believe anything any
11 different.

12 **THE COURT:** Any objection?

13 **MR. PYATT:** Now are we talking about -- is his
14 testimony he was given this on the 12th?

15 **MR. PARKER:** No.

16 **MR. SHIREY:** No.

17 **MR. PYATT:** Okay.

18 **MR. SHIREY:** It was on the 13th whenever I was back
19 there for the -- I went on the 12th, like I
20 said. I can make myself clear. Went on the
21 12th, took the check, didn't show up, was told
22 to come back on the 13th. Was there on the
23 13th. Still didn't show up.

24 **MR. PARKER:** Okay.

25 **MR. SHIREY:** That's when the doctor's excuse came to



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1 the door.

2 MR. PARKER: Okay.

3 THE COURT: Any objection?

4 MR. PYATT: No objection.

5 THE COURT: Okay. And this doctor's excuse will be
6 admitted as Exhibit 4.

7 (Plaintiff's Exhibit Number 4 was admitted into
8 evidence.)

9 MR. PARKER: Thank you.

10 Q: Okay. And once you received that, what did you
11 take from that excuse?

12 A: I would assume that she would be there the next
13 day, or the next business day if it was not the
14 next day. Everything that I needed to do at
15 the closing was completed, and I anticipated
16 that the closing would be completed whenever
17 Ms. Bishop was able to come pick up the money.

18 Q: All right. When she felt better?

19 A: (Nods head.)

20 Q: Okay.

21 A: Yes.

22 Q: All right. Now, did that ever happen? Did she
23 ever come back and pick up her money and sign
24 a deed?

25 A: No.



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1 Q: Okay. Now, after you entered into the contract
2 with Ms. Bishop, did she ever give you a reason
3 to think that anything was wrong?

4 A: No. I mean, my place is right across from her
5 place. I mean, I could basically look out of
6 my office window and see that they were
7 cleaning up and hauling out -- hauling off
8 stuff, and actually they were digging a hole in
9 the yard and busting up the molds and burying
10 them. And we were not real pleased with that,
11 but -- didn't understand why there were doing
12 that. They dug this extremely large pit, and
13 you could hear them over there with a piece of
14 equipment busting up the concrete molds and
15 burying them in -- on the property that we were
16 to purchase. And I reached out to our law firm
17 and said, hey, you know, this isn't part of the
18 deal, you know? I mean the hole's several feet
19 deep.

20 Q: All right.

21 A: Big enough you could bury an automobile or two
22 in.

23 Q: Okay.

24 A: We have photos 'cause we thought it was not
25 something that needed to be taking place,



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1 Q: Right.

2 A: And, you know, there after they completed
3 vacating the property, then we went ahead and
4 started cleaning up the property. I had my
5 yard maintenance people go in. They pruned up
6 all the bushes, they cut all the debris down
7 around the fence line as they started cutting
8 the grass, they -- we brought in a dumpster, we
9 hauled off two dumpster loads of trash. I
10 mean, we assumed everything was moving along
11 like it was supposed to. We never were told
12 anything any different.

13 Q: Okay.

14 A: She did what she was doing. We were doing what
15 we didn't think was going to be an issue, spent
16 several thousands of dollars cleaning up the
17 property and hauling off the trash, and then we
18 felt like that it was just a matter of the
19 money changing hands, and everybody was going
20 to end up where we thought everybody intended
21 to end up.

22 Q: Okay. So, the -- I think I remember you saying
23 that Ms. Bishop wanted extra time in the
24 contract prior to the closing so she could sell
25 off the equipment, and otherwise get the



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1 property ready to clean it up and sell it.

2 A: Yes.

3 Q: Okay. And I think I remember you saying that
4 after the contract, maybe a week or so after
5 that, she started that process.

6 A: That's correct.

7 Q: Okay. And, did she ever tell you that there
8 was ever a problem?

9 A: No.

10 Q: Okay. Now you mentioned the burying of things,
11 in that you did not appreciate that or didn't
12 like it.

13 A: Well we didn't understand that it was going to
14 be made a landfill.

15 Q: I understand. But ultimately that didn't
16 dissuade you from wanting to go forward with
17 the deal?

18 A: No.

19 Q: Okay. All right. So, you mentioned earlier
20 that when you received the doctor's note, you
21 sort of just assumed that the -- that Ms.
22 Bishop would appear at the closing and -- or
23 appear to close when she felt better, is that
24 right?

25 A: Yes. I mean, if your intention was not to



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1 close the deal, why would you even send a note
2 at all? Just don't show up, don't acknowledge
3 anything.

4 Q: Right.

5 A: Don't send a doctor's excuse. I mean, that
6 would intend that you need to be excused for
7 the day, not to do away with the contract.

8 Q: All right.

9 A: An excuse is temporary.

10 Q: I understand. And so, when did you first
11 realize that there might be a problem?

12 A: After she didn't show up for a week.

13 Q: Okay.

14 A: Didn't know if she'd been put in the hospital,
15 didn't know what was going on, and two weeks,
16 three weeks, and then after a while, you know,
17 I think we asked you to reach out and try to
18 find out what was going on.

19 Q: Okay. I'm going to give you what will be
20 labeled as Plaintiff's 5.

21 (Plaintiff's Exhibit Number 5 was marked for
22 identification purposes.)

23 Q: I want you to have a chance to take a look at
24 that and tell me what it is.

25 MR. PYATT: I'm going to object to this already. He



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1 doesn't -- he can't authenticate this. This is
2 ...

3 **MR. PARKER:** Okay. All right.

4 **THE COURT:** May I see it?

5 **MR. PYATT:** Here.

6 **MR. SHIREY:** I was copied on it.

7 **MR. PARKER:** Well that's what you got to pay
8 attention to, there (indicating).

9 **MR. PYATT:** Yeah. So, but I mean -- are you
10 entering it for the purpose of saying that Ms.
11 Bishop had notice, or what is the purpose of
12 this?

13 **MR. PARKER:** Well I'm going to ask him if this is a
14 letter that he received a copy of where we're
15 telling Ms. Bishop to get back in touch with
16 us. And then I'm going to ask him if she ever
17 responded to it.

18 **MR. PYATT:** Well she was supposed to respond to you
19 though, wasn't she, under that letter? She
20 wouldn't respond to him though.

21 **MR. PARKER:** Well he can say whether -- his
22 understanding whether she ever did or not.

23 **THE COURT:** Okay, but Bill, your objection is what?

24 **MR. PYATT:** My objection is that he -- this --
25 through this witness he can't get this letter



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1 in because if he's attempting to show that this
2 letter proves that my client got notice of this
3 letter. I mean, he'd have to ask her about
4 that. And we intend to put her on the stand.

5 **MR. PARKER:** Well I can ask him if he got a copy of
6 it.

7 **MR. PYATT:** Okay. Well you can ask him if he get a
8 copy of this letter.

9 **MR. PARKER:** Right.

10 **MR. PYATT:** Okay.

11 **MR. PARKER:** And what his understanding was.

12 **MR. PYATT:** Okay. To that extent, if he going to
13 just ask him did he get a copy of that letter
14 and what his understanding was.

15 **THE COURT:** All right. We'll admit that as Exhibit
16 5.

17 **MR. PARKER:** Okay.

18 **(Plaintiff's Exhibit Number 5 was admitted into**
19 **evidnece.)**

20 **A:** Like I said, I asked you to reach out to them
21 and find out what was going on.

22 **Q:** Right.

23 **A:** And you copied me on this, and I approved it
24 and off it went.

25 **Q:** So you did receive a copy of that letter?



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1 A: Yes.

2 Q: Okay. And, in that letter we asked Ms. Bishop
3 to come and finalize the deal ---

4 **THE COURT:** Well I think the letter speaks for
5 itself. So, I don't think we need to -- you
6 know, the letter was sent ---

7 **MR. PARKER:** Right.

8 **THE COURT:** --- and if Ms. Bishop's going to testify
9 she can ---

10 **MR. PARKER:** Right.

11 **THE COURT:** --- be asked if she received it. You
12 know, from reading the letter, it's pretty
13 clear that she's told she needs to come and
14 sign the property, or there might be some
15 penalties, and attorney's fees, and that sort
16 of thing.

17 Q: Is it your understanding that Ms. Robinson
18 responded to that letter in any way?

19 **MR. PYATT:** Not Ms. Robinson.

20 A: Ms. Robinson?

21 Q: I mean Bishop, sorry.

22 A: No.

23 Q: Okay.

24 A: I didn't even know about Ms. Robinson.

25 Q: Okay. And, is it fair to say that that's why



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1 we're here today?

2 A: Because ---

3 Q: Ms. Bishop ---

4 A: --- Ms. Bishop not responding? Not because she
5 didn't respond to this letter, because she
6 didn't respond at all.

7 Q: Understood. Okay. Did you later learn that
8 Ms. Bishop made different plans for the
9 property?

10 A: Could you ask me that again?

11 Q: I said did -- following that letter, did you
12 later learn that Ms. Bishop made different
13 plans, in other words plans not involving you,
14 with regard to the property?

15 A: Yes.

16 Q: Okay. Let me show you what's going to be
17 labeled as Plaintiff's 6.

18 (Plaintiff's Exhibit Number 6 was marked for
19 identification purposes.)

20 Q: Okay. Have you ever seen that document before?

21 A: Only in preparing for the case.

22 Q: Okay. Prior to seeing it in preparing for the
23 case, did you have any knowledge of anything or
24 any -- related to Ms. Robinson or any claim of
25 her's to the property?



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1 A: No. And there'd be no reason for me to have
2 seen it before because it's dated the date that
3 Ms. Bishop wanted to extend the closing to.

4 Q: Okay.

5 A: So there's no -- I mean, based on that, the
6 date on it, it wouldn't even have existed until
7 ...

8 Q: All right. What's the date on it?

9 A: Well what I'm looking at here on the back is
10 the, well on the front page, it says the 13th
11 day of August.

12 Q: Okay. So the 13th day of August, is that the
13 same day that Ms. Bishop sent you a doctor's
14 excuse saying she couldn't come to the closing?

15 A: It's the day we go the excuse saying that she
16 was going to be unable to attend that day.

17 Q: Okay. And so just to be clear, Ms. Bishop
18 never said anything to you ever about Ms.
19 Robinson or any claim that she may have to the
20 property?

21 A: No.

22 Q: Okay. And, did anybody ever tell you anything
23 about Ms. Robinson or any claim of her's to the
24 property?

25 A: The only thing I ever heard was from Johnny Mac



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1 Scurry that said that some of the family had
2 came up to the house over the weekend, and they
3 got in a big argument about the property on the
4 front porch to the point that the police was
5 called because there was a dispute about ---

6 **MR. PYATT:** Objection, objection, objection ---

7 A: --- something to do with ---

8 **MR. PYATT:** --- what Johnny's connection -- he's
9 telling what Johnny Mac told him. That's
10 hearsay.

11 **THE COURT:** Hearsay, yes.

12 A: I mean, that's the only thing that I heard
13 about it. That's it. You asked me what I
14 heard, I mean ---

15 Q: I understand ---

16 A: --- you didn't tell me whether it was hearsay
17 or whether it was -- came through act of God.
18 You asked me to answer the question.

19 **MR. PYATT:** But the Judge has ruled, so if you'll --
20 you don't have to discuss it anymore.

21 Q: Okay. Now that conversation that you had with
22 Johnny Mac Scurry, that was after this lawsuit
23 was brought, is that right?

24 **MR. PYATT:** Objection again.

25 **THE COURT:** Well I -- that objection's overruled



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1 because he's not going to tell us what ---

2 **MR. SHIREY:** If y'all could ---

3 **THE COURT:** --- Johnny Mac Scurry ...

4 **MR. SHIREY:** --- figure out what questions it's okay
5 to ask me so we don't have to do that, it'd be
6 a lot better.

7 **THE COURT:** Well that's just part of the lawyering.

8 **Q:** That conversation took place after the lawsuit
9 began?

10 **A:** That's correct.

11 **Q:** Okay. All right. And so, let's see, what
12 number is that, Plaintiff's 6 -- what is your
13 understanding of the effect of that document?

14 **A:** To make sure that ---

15 **MR. PYATT:** I have -- he's not a lawyer. He can't -
16 - how can he tell the effect of a deed? He's
17 asking for a legal opinion from a lay person.

18 **Q:** How about this, does it appear that that
19 document conveys the property from Ms. Bishop
20 to Ms. Robinson?

21 **MR. PYATT:** The document speaks for itself.

22 **THE COURT:** It does. The document speaks for
23 itself.

24 **MR. PARKER:** Okay.

25 **Q:** So, does it -- is it your position that Ms.



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1 Bishop, when she conveyed the property to Ms.
2 Robinson, breached her contract with you?

3 A: Based on this document?

4 MR. PYATT: Objection again ---

5 A: My interpretation of this?

6 MR. PYATT: --- that's -- object again.

7 THE COURT: So noted, but I'm going to overrule. He
8 can testify personally what he believes that
9 document did to his contract.

10 A: I think this document is an attempt to sidestep
11 a contract between me and Ms. Bishop. I think
12 it's -- I think that's what it is.

13 Q: Okay. And so is your position, within this
14 proceeding, that Ms. Bishop has breached her
15 contract with you?

16 A: Well when this document was signed my money was
17 in escrow. She didn't go pick it up.

18 Q: Okay.

19 A: She had money laying there that she'd agreed to
20 accept, signed a document, and instead went out
21 and signed another document when the money and
22 the contract was laying there. Went and signed
23 this document, and may or may not have forged
24 a doctor's statement to find her way to this
25 document.



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1 Q: I understand. So does that mean yes you think
2 she's breached her contract?

3 A: I think she's breached a lot of things, yes.

4 Q: Okay. Now the whole point of the contract
5 between you and Ms. Bishop was her selling the
6 property to you, right?

7 A: The whole point of that contract was for her to
8 relieve herself of financial stress or -- is my
9 understanding. And whether she sold it to me
10 or sold it to anybody else, I took it that she
11 was trying to relieve herself of some financial
12 stress.

13 Q: I understand.

14 A: And I was the one that was willing to give her
15 what she wanted for it.

16 Q: I understand. But now the Plaintiff's 2, the
17 agreement between you and Ms. Bishop, all that
18 says is you were going to pay her some money
19 and she was going to sell the property to you,
20 right?

21 A: Yes.

22 Q: Okay. All right. So, as a result of you not
23 receiving the deed called for in Plaintiff's 2,
24 your contract with Ms. Bishop, what have you
25 lost?



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1 A: Well I've paid a lot of attorney fees. I have
2 not been able to collect the rent from that
3 facility being leased to the crane company.

4 Q: Uh-huh.

5 A: Wasted a lot of time. Showed up at two
6 different places because of her actions, and
7 only been presented doctor's excuses, two
8 different times.

9 Q: I understand.

10 A: Surprised -- thought I was going to get one
11 today.

12 Q: Now, you mentioned the lose of rental revenue.
13 How much rental revenue did you expect?

14 A: \$6,000.00 a month.

15 Q: Okay. And, let's see, okay. But nevertheless,
16 your primary aim in this proceeding is to
17 obtain an order from this court setting the
18 deed aside to Ms. Robinson, and specifically
19 enforcing your contract, so that you end up
20 with -- you pay the money and you end up with
21 the property, is that right?

22 A: Yes, sir.

23 Q: Okay. All right. All right. I think that's
24 about all I've got.

25 MR. PARKER: The only thing is is that -- we didn't



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1 admit Plaintiff's 1, which is the GIS map. You
2 got any problem with that?

3 MR. PYATT: No.

4 THE COURT: So admitted. Number 1 is so admitted.
5 (Plaintiff's Exhibit Number 1 was admitted into
6 evidence.)

7 MR. PARKER: Okay. And, that's it.

8 THE COURT: Mr. Pyatt, do you have other questions?

9 MR. PYATT: I do, thank you.

10 MR. SHIREY - CROSS-EXAMINATION BY MR. PYATT:

11 Q: Mr. Shirey, on August 12th, 2015 when the
12 closing was supposed to take place and you
13 showed up, Ms. Bishop showed up also, correct?

14 A: No.

15 Q: She didn't show up on the 12th or the 13th?

16 A: No.

17 Q: So when you went -- what date -- what time did
18 you show up on the 12th?

19 A: Whatever time the closing was there, scheduled
20 for.

21 Q: Okay. So ---

22 A: I was there early. Sit there and waited for
23 several hours.

24 Q: So, but you didn't get an excuse for the 12th
25 then, right?



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- 1 A: No. She didn't send an excuse, didn't call,
2 didn't do anything. Just didn't show.
- 3 Q: All right. And then, well then who told you to
4 show up the next day then? How was it agreed
5 that you would show up on the 13th?
- 6 A: Mr. Parker told me that she would be there on
7 the 13th.
- 8 Q: Okay. Was she told to be there on the 12th as
9 far as you know?
- 10 A: I don't know what she was told. I didn't tell
11 her anything.
- 12 Q: Okay.
- 13 A: I know what the contract says.
- 14 Q: All right. Now the contract is Plaintiff's
15 Exhibit 2, correct? And ---
- 16 A: You're asking me that? That's the number
17 that's on it.
- 18 Q: Right. And, when you look at paragraph 6
19 there, and it says the closing was supposed to
20 take place between August 3rd and August 12th,
21 is that correct?
- 22 A: No, that's not what it says.
- 23 Q: Okay. It's supposed to be held no earlier than
24 August 3rd and no later than the 12th, right?
- 25 A: Says -- you might want to read it.

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1 Q: Well you read it then.

2 A: Well, you're asking the question.

3 Q: Right.

4 A: You're asking the wrong question though, that's

5 not ---

6 **THE COURT:** Mr. Shirey ---

7 A: --- what it says.

8 **THE COURT:** --- Mr. Shirey, let's not get combative.

9 **MR. SHIREY:** I'm not. I mean ---

10 **THE COURT:** I understand ---

11 **MR. SHIREY:** --- he's trying to -- he's asking me

12 things that's not correct.

13 **THE COURT:** Right, but just, you know, just respond

14 to ---

15 **MR. SHIREY:** He's asked me twice ---

16 **THE COURT:** --- his question.

17 **MR. SHIREY:** --- and neither one of them have been

18 correct. And it's right there.

19 Q: All right. Let me ask the question again.

20 Read the first sentence in paragraph 6.

21 A: Closing in possession. Closing shall be held

22 no earlier than August the 3rd, 2015 and no

23 later than August the 12th, 2015.

24 Q: Okay. So ---

25 A: I mean, I know what it says. I think everybody

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1 in here can read it. What's your point?

2 Q: Well I'm asking the questions. You answer the

3 questions.

4 A: Well you told me to read it. That wasn't a

5 question.

6 Q: All right. So on the 12th, when she wasn't

7 there, did you ask for an extension in writing?

8 A: I didn't need an extension. I did what I was

9 supposed to do.

10 Q: Well that's a yes or no response I'm asking

11 for.

12 A: No, I did not ask for an extension.

13 Q: All right. And you didn't see the need to ask

14 for an extension in writing?

15 A: No. I was there. I was -- tendered the money.

16 Q: All right.

17 A: Signed the document.

18 Q: Now, if you look at paragraph 16 under General

19 Provisions ---

20 A: You're still on Exhibit A, right?

21 Q: Exhibit A.

22 A: That would be Exhibit 2?

23 Q: No. Paragraph 16 section f, the first sentence

24 says, "It is explicitly agreed that any waiver

25 of any provision hereof must be specifically

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1 stated in a writing delivered to the other
2 party." So therefore, if you want to change
3 the closing from the 12th to the 13th, weren't
4 you supposed to put it in writing?

5 A: She didn't send that to me.

6 Q: What?

7 A: She never told me she wanted an extension. She
8 never gave us a writ- requesting an extension.
9 She just didn't show up.

10 Q: You're saying ---

11 A: You're representing them, not me.

12 Q: That's ---

13 A: I was there.

14 Q: So you're saying she was not there on the 12th?

15 A: She wasn't there.

16 Q: Okay. She ---

17 A: If she was there, she didn't say she showed up
18 and didn't get the money. She didn't sign the
19 document. What did she do when she was there?

20 Q: Well, how long did you stay there on the 12th?

21 A: Until I was told to leave.

22 Q: And who told you to leave?

23 A: Mr. Parker.

24 Q: Okay.

25 A: Stayed till the end of the day, close of



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1 business.

2 Q: What time did you -- you stayed until 5:00?

3 A: I think it might have been.

4 Q: And what time did you get there?

5 A: I think it was 1:00 o'clock, 11:00 o'clock,
6 something like that.

7 Q: So you stayed there on the 12th from 11:00
8 o'clock to 5:00 o'clock?

9 A: Waited on Ms. Bishop to show up. We finally
10 got the doctor's statement. I think we was
11 there three or four hours.

12 Q: No, no. You didn't get the doctor's statement
13 until the 13th. I'm talking about the 12th.

14 A: Okay. Well I was there two different times.

15 Q: Okay. So you're saying on the 12th, you
16 arrived at 11:00 o'clock and stayed till 5:00
17 o'clock?

18 A: Maybe that was the 13th whenever we waited on
19 them, she finally sent the statement in.

20 Q: All right. Well I'm talking about the 12th,
21 the day before that. What time did you arrive?

22 A: I'm not sure. Don't recall exactly.

23 Q: What time ---

24 A: I don't think the contract calls for a specific
25 time to be there.



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1 Q: Well, what time were you instructed to be there
2 on the 12th for the closing?
3 A: I don't recall.
4 Q: You don't recall? Do you recall how long you
5 stayed on the 12th?
6 A: I don't. Left the money, signed the papers.
7 Q: All right. So when you delivered the check on
8 the 12th, you just delivered the 12th --
9 delivered the check, signed the papers, and
10 left?
11 A: Is this -- yeah. Is there -- maybe. Is there
12 something I did wrong?
13 Q: I'm not answering your ---
14 A: Signed the document ---
15 Q: --- questions.
16 A: --- delivered the money.
17 Q: Okay. So you didn't stay there ---
18 A: Other than that you're just badgering me.
19 Q: No, I'm not badgering you. I'm just trying ---
20 A: You are.
21 Q: I'm just trying to tie down what happened on
22 the 12th.
23 A: I paid the money. I was where I was supposed
24 to be.
25 Q: So you're saying you were there on the 12th,

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1 delivered the money, but you didn't wait for
2 Ms. Bishop to come?

3 A: I didn't need to be there for Ms. Bishop to be
4 there.

5 Q: Okay. Okay. So you don't know whether or not
6 the document were prepared for Ms. Bishop to
7 sign on the 12th. Said you just delivered the
8 money on the 12th and left.

9 A: The documents were prepared because I signed
10 off on part of them.

11 Q: Oh, well I'm talking about -- your document
12 were prepared, but I'm talking for her, her
13 documents. You don't know whether or not her
14 documents were prepared, do you?

15 A: I don't know what you're trying to get at here.
16 I did what I was supposed to do.

17 Q: Okay.

18 A: We're here because your client didn't do what
19 she was supposed to do.

20 Q: Well, you admitted that you didn't put anything
21 in writing asking for an extension.

22 A: I didn't need to ask for an extension. Your
23 client needed to ask for an extension. I was
24 on time. What is it you're confused about? Is
25 it the paper or the writing on the paper?



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1 **MR. PYATT:** Would you instruct the witness to just
2 answer the question? The commentary could be
3 left out.

4 **THE COURT:** Mr. Shirey, let's do this so we can move
5 along with this thing. If you'll just answer
6 his questions, he'll be finished with you soon,
7 I'm sure.

8 **Q:** Do you have any documentation at all about any
9 rental income you would have received from this
10 property?

11 **A:** Have to be a little more specific than that,
12 maybe.

13 **Q:** Well you said that you lost \$6,000.00 a month
14 from rental income.

15 **A:** I intended to lease it for \$6,000.00 a month,
16 yes.

17 **Q:** Okay. But you don't have anything today
18 indicating that you had a lease where you was
19 going to get \$6,000.00 a month, correct?

20 **A:** The crane company was going to consume the
21 building, yes. It's no different than the
22 other properties around it.

23 **Q:** I understand. I'm just -- my question's very
24 simple. Do you have any documents today to
25 show that you had -- that you in fact lost



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1 \$6,000.00 a month, that you had the contract in
2 place, anything of that sort?

3 A: No.

4 Q: Okay. Okay. No further questions.

5 **MR. PARKER:** Real quick, if that's all, right?

6 **THE COURT:** Sure. Go right ahead.

7 **MR. SHIREY - RE-DIRECT EXAMINATION BY MR. PARKER:**

8 Q: Let's see. Mr. Pyatt asked you if you had any
9 documentation related to your intent to lease
10 the property. Now, we've established that you
11 never got title to the property, right?

12 A: I didn't hear him say intent. I heard him ask
13 me did I have anything in place.

14 Q: Right. Okay. Do you -- is it your experience
15 that you enter into leases for property that
16 you don't own?

17 A: No.

18 Q: Okay. That's all my questions.

19 **MR. SHIREY - CLARIFICATION BY THE COURT:**

20 **THE COURT:** Mr. Shirey ---

21 A: Yes, sir.

22 **THE COURT:** --- as I understand it, had this
23 transaction gone through, you would be the
24 owner of the property.

25 A: That is correct.



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1 **THE COURT:** And then what you would do is you would
2 lease that property to your crane company?

3 A: That's correct.

4 **THE COURT:** Would that entail buying more cranes or
5 would you just spread your cranes out over a
6 different area?

7 A: No, sir. The property on the -- if you look at
8 it here on this GIS map. Let me get the
9 orientation of it here correct. If you look at
10 this map you can actually see we're up here, we
11 had crane parts stored in this front yard up
12 here.

13 **THE COURT:** Right.

14 A: At the time of this map, and this building
15 (indicating) was consumed with crane parts.

16 **THE COURT:** Okay.

17 A: This property here was utilized by NPP, which
18 is a little manufacturing company here in
19 Newberry. We rented out the front 10,000
20 square foot of this building to them for
21 \$13,000.00 a month. Another company approached
22 us about leasing this building (indicating).
23 We had signed, or have signed a 10 year lease
24 with them for \$20,000.00 a month. And all the
25 crane components that were here have been moved



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1 back to this back yard. When the Bishops, or
2 Ms. Bishop approached me about this, our intent
3 was to take this fence down, enlarge the yard,
4 and use this for lay down yard for the
5 components that, from up here back to here
6 (indicating).

7 **THE COURT:** Okay. Thank you.

8 A: This yard here now, or this whole 10 acres here
9 is to Arctic Chill. Yeah.

10 **THE COURT:** Uh-huh. Okay. Thank you. That's all
11 the questions I have.

12 A: Yes, sir.

13 **MR. PARKER:** Okay.

14 **THE COURT:** Any other witnesses for the Plaintiff?

15 **MR. PARKER:** I do have some deposition designations.
16 I don't know if you want me to publish those,
17 or if just want to take that into the record.
18 I'll leave that to you.

19 **THE COURT:** Well, let's see if I've got ... I'm not
20 sure I have a copy of the depositions.

21 **MR. PARKER:** You don't have copy of the depositions
22 because they haven't been filed, but the
23 designations have been filed.

24 **THE COURT:** Okay. And on your designations, do you
25 have copies of these pages?



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1 **MR. PARKER:** I do. I can give you the whole
2 depositions.

3 **THE COURT:** Okay. Any objections?

4 **MR. PYATT:** Not -- we don't have objection to the
5 entire deposition, we'll take that. That's
6 probably what we'll need to get in.

7 **MR. PARKER:** All right.

8 **THE COURT:** Yeah.

9 **MR. PARKER:** Yeah. Well, I mean, my understanding
10 is y'all are going to present your clients, and
11 they can say whatever they want to say. But,
12 as far as my case, I want those right there in
13 the deposition designations that were filed and
14 served back in February.

15 **THE COURT:** Okay.

16 **MR. PARKER:** Which I'm happy to publish on the
17 record if that's ---

18 **THE COURT:** That's not necessary.

19 **MR. PYATT:** Yeah.

20 **THE COURT:** I'd just like to make sure I've got a
21 copy of this.

22 **MR. PARKER:** Uh-huh. That's just two copies, copy
23 of the same thing.

24 **THE COURT:** I got a copy.

25 **MR. PARKER:** Okay.



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1 **THE COURT:** Okay. And, what I would like to do is
2 have access to, looks like we got a deposition
3 for Gwen Bishop and Cassandra Robinson. Was
4 Mr. Shirey's deposition taken?

5 **MR. PARKER:** No, sir.

6 **THE COURT:** Okay. All right. So we've got two
7 depositions and that's all. And I understand
8 your case is the designations.

9 **MR. PARKER:** Right.

10 **THE COURT:** And for your purposes, what he's done is
11 listed page numbers and lines of the
12 deposition, rather than submit the whole thing.
13 But I will read the whole thing, also reading
14 all these designations, okay? Is that --
15 that's your case in chief?

16 **MR. PARKER:** Yes.

17 **THE COURT:** Bill, you need to take a break or any of
18 that stuff?

19 **MR. PYATT:** Yeah.

20 **THE COURT:** Okay. How long a break you think you
21 need?

22 **MR. PYATT:** You want to do lunch now or ---

23 **THE COURT:** Well, you know, of course since I'm the
24 Special Referee, I'm supposed to be the guy
25 that makes all the decisions. Is now a good



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1 time for lunch for all of y'all?

2 MR. SHIREY: I'm good.

3 MR. PARKER: Yeah.

4 MR. PYATT: Yeah. I mean, we can just come back and
5 finish ---

6 THE COURT: Uh-huh.

7 MR. PYATT: --- 'cause I'm just going to have two
8 witnesses.

9 MR. PARKER: Okay.

10 THE COURT: Yeah. 1:00 o'clock?

11 MR. PYATT: 1:00 o'clock.

12 (Off the record from 11:46 a.m. until 1:01 p.m.)

13 THE COURT: Now, before we go with the Defendant's
14 case, Parker did you want to put in anything
15 related to attoney's fees or hold the record
16 open or any of that?

17 MR. PARKER: I have this. It's an affidavit in
18 support of attoney's fees. I'll submit it as
19 an exhibit.

20 (Plaintiff's Exhibit Number 7 was marked for
21 identification purposes.)

22 MR. PARKER: And ---

23 THE COURT: You want to make this an exhibit?

24 MR. PARKER: I do.

25 THE COURT: Any objections?



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1 **MR. PYATT:** Well ... Just for the record, this
2 should have been in his case in chief. His
3 case in chief is over, so I don't think he can
4 admit it at this point.

5 **MR. Parker:** It's admitted as a Court's Exhibit.
6 There isn't much I can really ... I mean, I'm
7 happy to give you testimony about it, but, I
8 mean, the affidavit is what the affidavit is.

9 **THE COURT:** Well I'll note your objection, and we'll
10 make this Exhibit 7.

11 **(Plaintiff's Exhibit Number 7 was admitted into**
12 **evidence.)**

13 **MR. Parker:** Yes, sir.

14 **THE COURT:** Okay. Mr. Pyatt, we'll let you go
15 forward with your case.

16 **MR. PYATT:** Okay. We call Gwen Bishop.

17 **GWEN G. BISHOP,** having been duly sworn, testifies as
18 follows:

19 **MS. BISHOP - DIRECT EXAMINATION BY MR. PYATT:**

20 **Q:** Can you state your full name for the record
21 please?

22 **A:** Gwen Gary Bishop.

23 **Q:** Okay. And, where do you reside Ms. Bishop?

24 **A:** 870 Quaker Road, Newberry, South Carolina.

25 **Q:** Okay. And how long have you stayed in



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1 Newberry?

2 A: All my life.

3 Q: Okay. Now, let me get right to it in terms of
4 the issue in this case.

5 **MR. PYATT:** Where are the exhibits?

6 Q: I want to refer to the Exhibit involving the
7 land sale contract.

8 **MR. PARKER:** It should be here.

9 Q: The one involving you and Ms. ...

10 **MR. PYATT:** No, that's not it there -- the one
11 involving her and Ms. Robinson.

12 Q: Do you recognize that?

13 A: Yes.

14 Q: Okay. Look on this section. Is that your
15 signature?

16 A: It is.

17 Q: Okay. And this is a land sale contract between
18 you and Ms. Cassandra Robinson?

19 A: That's correct.

20 **MR. PYATT:** Okay. We'd like to offer this in.

21 **THE COURT:** Any objection?

22 **MR. PARKER:** No. Go ahead.

23 **THE COURT:** I think we stipulated that that would be
24 Defendant's Exhibit 1.

25 **(Defendant's Exhibit Number 1 was marked for**



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1 **identification purposes and admitted into evidence.)**

2 Q: Now this is a contract dated April 25th, 2012,
3 and this is a contract where you were selling
4 the property in question here 242 Power Station
5 Road to Cassandra Robinson, is that correct?

6 A: That's correct.

7 Q: And, she was supposed to make the monthly
8 payments on this property at \$2,080.77,
9 correct?

10 A: Correct.

11 Q: Now did she abide by that contract?

12 A: She did.

13 Q: Okay. And she started making the monthly
14 payments on the contract?

15 A: She did.

16 Q: And, did there come a point in time where she
17 ceased making payments on the contract?

18 A: Yes, because I began to start back making
19 payments on it.

20 Q: And why did you start back making payments on
21 it?

22 A: I was in the building, still operating out of
23 the building.

24 Q: Okay. So when she was making payments on the
25 contract, you didn't occupy the business or use



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1 the business, is that correct?

2 A: I was still there.

3 Q: All right. But you -- were you, in fact, in
4 business?

5 A: At the time I was.

6 Q: All right. So, did y'all have a discussion
7 about her not making payments and you making
8 the payments?

9 A: We did.

10 Q: Okay. And it was agreed that she would -- that
11 you would start back making the payments 'cause
12 you were doing the business there?

13 A: Yes.

14 Q: Okay. Now, at any point in time had you
15 considered whether or not she breached that
16 contract on your -- did she violate or breach
17 the contract; this contract, Plaintiff -- I'm
18 sorry, Defendant's Exhibit 1?

19 A: No.

20 Q: Okay. Now, and let me look at Plaintiff's
21 Exhibit 2, a land purchase contract between you
22 and the Plaintiff, Mr. Shirey. Do you recall
23 signing that contract?

24 A: I do.

25 Q: Okay. Now that contract is about three years



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1 after the first contract, the contract you
2 signed with your niece, Ms. Robinson, correct?

3 A: Yes.

4 Q: And, when you signed that contract, who was
5 making payments on the property?

6 A: I was. This one?

7 Q: Right. When you signed the one in 2015.

8 A: I was making the payments I think.

9 Q: Okay. Well why did you sign the contract with
10 Mr. Shirey, and you knew you had a contract
11 with Ms. Robinson?

12 A: I did not remember having a contract with
13 Cassandra at that time.

14 Q: Okay.

15 A: In fact, during that time I was going through
16 a lot.

17 Q: Okay.

18 A: I mean, the loss of my husband, the suicide of
19 my son. It was a lot.

20 Q: Okay. Were you under a lot of physical stress,
21 emotional stress?

22 A: Emotional and mental.

23 Q: Okay. Were you under any type of -- undergoing
24 any type of treatment for your ---

25 A: Yes, I was.



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1 Q: Okay. And where were you undergoing treatment?

2 A: I went -- my doctor sent me to a therapist, Dr.
3 Bell. And ---

4 Q: What's -- do you remember Dr. Bell's first
5 name?

6 A: Not -- there's a name, I'm trying to think if
7 his name was Bell. I think the name was Bell.
8 I'm not sure of a first name.

9 Q: Okay.

10 A: But anyway, I ended up at Palmetto Baptist
11 Hospital.

12 Q: And how long did you stay there?

13 A: A week.

14 Q: Okay. Palmetto Baptist, any particular
15 division, or section, or ...

16 A: I was in the psych ward section.

17 Q: Okay. And what time frame was that? Do you
18 remember the month and year?

19 **MR. PARKER:** Can I impose an objection here, to the
20 relevance of all of this?

21 **MR. PYATT:** I stated my ---

22 **THE COURT:** Overruled. We can go -- just move
23 along. We're fine.

24 A: I -- it was 2014, I think.

25 Q: Okay. Okay. Now did you share this with Mr.



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1 Shirey?

2 A: No, I did not.

3 Q: Okay. Did you share it with Johnny Mac Scurry?

4 A: No.

5 Q: Okay. You just kept -- kind of kept it in?

6 A: My close family knew.

7 Q: Okay.

8 A: I mean, it's not something you want to tell
9 anybody.

10 Q: All right. All right. So you just -- and
11 because of that didn't -- you said you just
12 forgot about the contract you had with Ms.
13 Robinson?

14 A: I did.

15 Q: Okay. All right. At what point did somebody,
16 or Ms. Robinson, bring to your attention that
17 there was an existing contract on that
18 property?

19 A: We had to talk, on the 13th, I thinking that's
20 when it was. I'm not sure when we talked. And
21 she brought to my attention about her contract
22 because when I call her, I had went to the
23 doctor, and we were talking about the property.
24 And she told me about the contract that I had
25 signed with her, and ---



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- 1 Q: Okay.
- 2 A: --- and she brought it up there.
- 3 Q: Now, you signed a con- -- well let me, so the
- 4 record will be straight.
- 5 A: Okay.
- 6 Q: Now this general warranty deed is dated the
- 7 13th of August, 2015.
- 8 A: Uh-huh.
- 9 Q: And it's notarized by a Myrtle Wilson?
- 10 A: Yes.
- 11 Q: So you appeared before Myrtle Wilson ---
- 12 A: I did.
- 13 Q: --- on. Okay. Now, so you -- so your daught-
- 14 -- not your daughter -- I'm sorry, your niece
- 15 talked to you before you signed this contract,
- 16 correct? A day or two before you signed this
- 17 deed, I'm sorry? Did you talk to her ---
- 18 A: Beforehand?
- 19 Q: Right.
- 20 A: Yes.
- 21 Q: Okay. And it was arranged that she was going
- 22 to come to the ---
- 23 A: Yes.
- 24 Q: Okay. So, it was at least one day before?
- 25 A: Yes.



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1 Q: Okay. So that would have been the 12th?

2 A: Right.

3 Q: Okay. All right. And that's when you
4 disclosed to her that you had signed a ---

5 A: I did.

6 Q: Okay. Now, on the contract that you signed
7 with Mr. Shirey, there is a provision in there
8 that says, closing shall be held no earlier
9 than August 3rd, 2015 and no later than August
10 12th, 2015.

11 A: That's correct.

12 Q: So they were going to call you at some point
13 between August 3rd and August 12th for you to
14 come in and sign the closing papers?

15 A: Uh-huh.

16 Q: When was the first time you were contacted to
17 go sign the closing papers?

18 A: Someone from Mr. Pope's Law Firm called and
19 told me not to come on the 12th, to wait till
20 the 13th.

21 Q: Okay. So, that was -- so you didn't -- so you
22 were told not to come on the 12th?

23 A: Not to come on the 12th, to wait till the 13th.

24 Q: Okay. And, did they tell you, or do you recall
25 why you were not supposed to come on the 12th?



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- 1 A: I don't think he had my contract or something
2 ready. I'm not sure what it was, and I don't
3 even know who the lady was that called.
- 4 Q: Okay. All right. So you did not show up on
5 the 12th and refuse to sign these things?
- 6 A: No. They told me not to come on the 12th.
- 7 Q: Okay. Now, were you asked to sign an extension
8 of the contract on the 12th?
- 9 A: No.
- 10 Q: Were you given a reason why they couldn't close
11 on the 12th?
- 12 A: No.
- 13 Q: And if they had not told you to come on the
14 12th, you'd have went on the 12th, and you
15 would have signed off -- you were prepared to
16 sign all their documents then, weren't you?
- 17 A: Yes.
- 18 Q: Well is there any other written document that
19 you signed with Mr. Shirey, other than this
20 land purchase contract?
- 21 A: No.
- 22 Q: Were you ever presented anything to sign, other
23 than this land purchase contract?
- 24 A: No.
- 25 Q: So since the closing did not occur on the 12th,



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1 did you feel that you, on good grounds and
2 sound of con- to execute a deed on the 13th,
3 the day after it was supposed to close?

4 A: Did I feel what?

5 Q: That you were in good standing to ---

6 A: My doctor didn't feel I was in good standing.
7 That's why she wrote this excuse to excuse me
8 from doing anything at that time.

9 Q: Okay. But, I mean, when you signed this deed
10 ---

11 A: Uh-huh.

12 Q: --- the next day with Ms. Robinson?

13 A: Yes.

14 Q: Okay. Do you recall what time of day it was
15 when you signed that deed on the 13th? I know
16 it's recorded at 3:00 in the afternoon.

17 A: I do not.

18 Q: Okay. And, is it your testimony that Ms.
19 Robinson came to your house, and you all went
20 up to Ms. Wilson's place together?

21 A: That's correct.

22 Q: Now, did she come that day, or the day before?
23 She came the day of the ---

24 A: She came on -- yes.

25 Q: Okay.



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1 A: Yes.

2 Q: All right. Now, Mr. Shirey testified that
3 negotiations were going back and forth between
4 you and him, and there was some stress problems
5 that he mentioned. Did you discuss any stress
6 problems with him that you recall?

7 A: I don't remember discussing any stress problems
8 with Mr. Shirey. I think what I told Mr.
9 Shirey was just, I was just ready to let it go,
10 just wanted to get out of the business.

11 Q: Okay. And you had just completely forgotten
12 about the contract you had with your niece, is
13 that ---

14 A: I did.

15 Q: --- right? Okay.

16 A: I did.

17 Q: Now do you recall whether or not she called you
18 or you called her, and how did the disclosure
19 of this contract Shirey come about?

20 A: I don't know who called who. I do not
21 remember.

22 Q: Okay.

23 A: I really don't remember how this subject of the
24 contract came up. That's been a long time ago.

25 Q: Okay. All right. No further questions.



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MS. BISHOP - CROSS-EXAMINATION BY MR. PARKER:

Q: Okay. Let's see. Okay. Ms. Bishop, I'm gonna show you a bunch of documents here, that by stipulation, have been, or will be admitted into evidence. And I'll represent to you that those are payment records related to the mortgage that you were talking to Mr. Pyatt about how Ms. Robinson was to make the mortgage payments. If you would, hold onto those and take a look at Defendant's Exhibit 1, which is the 2012 contract with Ms. Robinson. You got that one? No, that's the deed, yeah. Okay. Now, that agreement in paragraph one talks about how Ms. Robinson is to make monthly payments in the amount of \$2,080.77 per month beginning in March of 2012, is that right?

A: That's correct.

Q: Okay. Now, if you would, refer back to those -- that payment history.

A: Uh-huh.

Q: Do you see where, or if Ms. Robinson -- and you told Mr. -- I'm sorry, let me back up just -- you told Mr. Pyatt that she started making the payments, right?

A: Yes.

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- 1 Q: Okay. And you said that she was abiding by the
2 contract, is that right?
- 3 A: Yes.
- 4 Q: Did she make, according to the payment records,
5 did she make a payment in April of 2012?
- 6 A: Yes.
- 7 Q: Well show me where she made a payment in April
8 of 2012.
- 9 A: You said April 2012?
- 10 Q: Uh-huh.
- 11 A: No. There's not anything on here.
- 12 Q: Right. So, the payment history doesn't show
13 that she made a payment in April 2012, does it?
- 14 A: No, it doesn't.
- 15 Q: Okay. Did she make a payment in June of 2012?
- 16 A: It's not showing, but during that time
17 Cassandra made double, she doubled some
18 payments up now.
- 19 Q: Okay. Well let's talk about that.
- 20 A: Okay.
- 21 Q: Okay. Let's see. Because after June of 2012,
22 what's the first payment you see?
- 23 A: May.
- 24 Q: No, after June, I'm sorry.
- 25 A: Okay. July.



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- 1 Q: Okay. And so, doesn't it appear that in July
2 she paid essentially a couple payments?
3 A: She did.
4 Q: Because she missed June, right?
5 A: She did.
6 Q: Okay. So, it wasn't that she was doubling up.
7 It was that she was paying the arrears, is that
8 right?
9 A: (No response.)
10 Q: If she missed a payment in June, and she didn't
11 pay it until July, she owed June and July,
12 right?
13 A: Right.
14 Q: Okay. So isn't that what the payment history
15 shows, is that she was making doub- -- she
16 wasn't doubling up payments, but instead ---
17 A: She made -- yes.
18 Q: --- she was making up payments ---
19 A: Yes.
20 Q: --- that she had missed, right?
21 A: Yes.
22 Q: Okay. And so, this payment history shows that
23 she made a payment in July, did not make a
24 payment in August, then made a payment in
25 September, and then did not make another

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1 payment until October, at the end of October,
2 and then did not make another payment until
3 December. So she missed November. She makes
4 a payment in December, and then she doesn't
5 make another payment until April of the
6 following year. Isn't that what that shows?

7 A: Uh-huh.

8 Q: Okay. So she had missed four or five months
9 right there, right?

10 A: According to the statement.

11 Q: Okay. Now back -- when you say according to
12 the statement, you ain't got any reason to
13 believe that TD Bank, who provided these papers
14 ---

15 A: I don't know because she had this. I don't
16 know when she did or when she did not pay on
17 because she was in control of this. I don't
18 know.

19 Q: Okay. But if the contract says she was to make
20 those payments monthly, and this payment
21 history shows that she was not doing that,
22 doesn't that mean she was not abiding by the
23 contract?

24 A: According to this.

25 Q: Okay. All right. Now you say that there was



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1 a time period when you started taking over the
2 payments?

3 A: I did.

4 Q: Okay. Now we -- you and I sat down for a
5 deposition a few months ago now, right?

6 A: Uh-huh. Yes.

7 Q: Why didn't you tell me about that then?

8 A: I wasn't asked.

9 Q: Well I'm sure I asked you.

10 A: I don't think so.

11 Q: Okay.

12 A: I mean, if you did I misunderstood, but I -- I
13 mean, what are you asking, what are you saying
14 now?

15 Q: I'm saying that you had an opportunity to tell
16 me that and you didn't, and you're only telling
17 us ---

18 A: That I started back telling ---

19 Q: --- that today.

20 A: --- that I started back paying on the
21 buildings?

22 Q: Yes, ma'am.

23 A: Well I don't -- if you -- I don't even recall
24 we even talked about it, but it's ---

25 Q: Now what was the point ---



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1 A: --- possible we did.

2 Q: --- what was the point in you taking over the
3 payments again?

4 A: I had -- I was going to try to go ahead and see
5 if I could do the business, but I just could
6 not do it. I mean, the stress level, my mental
7 capacity, my mental state ---

8 Q: Uh-huh.

9 A: --- huh-uh.

10 Q: What was happening in April of 2012? Were you
11 running the business then?

12 A: Yes.

13 Q: Okay. So you were running the business in
14 April of 2012 when you get into the contract
15 with Ms. Bishop. You continue to run the
16 business, and just, at some point in time, you
17 decided you were going to start making the
18 payments again. And you just told me it was
19 because you were running the business ---

20 A: Uh-huh.

21 Q: --- right?

22 A: Yes.

23 Q: But you were running the business the whole
24 time.

25 A: I was.



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- 1 Q: So what sense does that make?
- 2 A: I mean, with business it going to fluctuate.
- 3 Q: Okay.
- 4 A: It's going to go up and down.
- 5 Q: Okay.
- 6 A: During the time when Cassandra was making
- 7 payments, I was in the building, business was
- 8 not going as well as I had -- as well as it had
- 9 been projected to go.
- 10 Q: I understand.
- 11 A: And she did the payments.
- 12 Q: Right.
- 13 A: But when I was able to do the payments, and I
- 14 talked to Cassandra about that, told her I was
- 15 going to start back, business picked up.
- 16 Q: Uh-huh. Well, isn't it true that the reason
- 17 why you didn't tell me about all this at the
- 18 deposition is because this is something you
- 19 just decided that would be a good thing to say
- 20 today?
- 21 A: No, sir.
- 22 Q: Okay. Now, Ms. Bishop, if you would, go to
- 23 page two of that payment history there. And,
- 24 you just follow along with me, I'm going to
- 25 start at the top, okay? This payment history



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1 shows there was a payment in December of '13,
2 no payment in January of '14, not another
3 payment until March of '14, and then there's
4 not another payment until -- well there's a
5 payment in April of '14, and a payment in May
6 of '14, but then there's not another payment
7 until July of '14, is that right?

8 **MR. PYATT:** Wait.

9 A: Yes.

10 **MR. PYATT:** Objection. You omitted February 10th,
11 '14.

12 **MR. PARKER:** Well I'm talking to Ms. Bishop.

13 **MR. PYATT:** Okay. Go ahead.

14 Q: Is that right?

15 A: That's what's on this paper.

16 Q: Okay. And, now, Ms. Bishop, I want you to tell
17 me, after July of '14, when there is another
18 payment made. And you'd have to go to the next
19 page to tell me.

20 A: March 30th.

21 Q: Of what year?

22 A: '15.

23 Q: Okay. So what is that, eight, nine months
24 later?

25 A: According to the paper. Now I don't know what



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1 -- I don't have any -- I don't -- you have to
2 ask Cassandra ---
3 Q: Uh-huh ---
4 A: --- about her ---
5 Q: Wait a minute, wait a minute ---
6 A: --- payment history ---
7 Q: --- no, no, no, no, no ---
8 A: --- with this because I don't know.
9 Q: --- you told me you picked up the payments.
10 When did you start picking up the payments?
11 A: I'm not sure when I picked them up. I do not
12 even remember.
13 Q: Well that's convenient.
14 A: No, it's not convenient. I'm telling you the
15 truth.
16 Q: Okay.
17 A: I do not know ---
18 Q: Well that's all I want to ---
19 A: --- when I started back picking them up.
20 Q: I want you to tell me the truth.
21 A: I picked them up. When I started back, I can't
22 tell you 'cause I don't know.
23 Q: Okay. Well it looks like nobody was making the
24 payments for about eight or nine months, is
25 that right?

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- 1 A: But it's -- but the loan is up to date.
- 2 Q: I ain't -- I'm not talking about that.
- 3 A: But that's what I'm saying, it's up to date.
- 4 I don't see why we are going through this and
- 5 when the pay- -- as far as the loan and the
- 6 payment, everything is satisfied with the bank.
- 7 There's nothing behind. So what I don't see is
- 8 why are you -- what are you trying to get me to
- 9 say or want me to say?
- 10 Q: Ma'am ---
- 11 A: I don't know about her payment history.
- 12 Q: Ma'am ---
- 13 A: I don't have control over what Cassandra do.
- 14 Q: Ma'am ---
- 15 A: Yes?
- 16 Q: That loan is yours to pay, is it not?
- 17 A: It's mine to pay and it was paid.
- 18 Q: Okay. But it wasn't paid. According to the
- 19 payment history it was not paid, was it?
- 20 A: But -- check it now. It's up to date.
- 21 Q: But that's not what I'm talking about. You
- 22 have a contract here that you are saying Ms.
- 23 Robinson abided by. You said that. You told
- 24 Mr. Pyatt that.
- 25 A: Yes, she did.

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1 Q: And ---
2 A: Now I -- this is ---
3 Q: --- we are looking at ---
4 A: --- my first time seeing this. I had no idea
5 about this.
6 Q: Okay.
7 A: I didn't know nothing about this.
8 Q: Okay.
9 A: 'Cause, far as I know, it was being paid on.
10 Q: Right.
11 A: I didn't -- I have never seen this.
12 Q: But according to that it wasn't, was it?
13 A: According to this paper in front of me it was
14 not.
15 Q: Okay. You got any reason to believe that TD,
16 Bank would have made up these payment records?
17 A: I don't know.
18 Q: They got some special ---
19 A: I don't know.
20 Q: --- animosity towards you?
21 A: Everybody make mistakes.
22 Q: Okay.
23 A: I've made them. You have too.
24 Q: Okay. All right. So, but you say that she was
25 abiding by this contract?

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1 A: As far as to my knowledge, yes.

2 Q: Okay. Now, this -- when you decided y'all had
3 this discussion you were going to pick up the
4 payments, what did that mean about this
5 contract? Did that make the contract go away?

6 A: No.

7 Q: Okay. So, what was Ms. Robinson giving you
8 that would've meant she got a deed in the end?

9 A: She had paid the payments.

10 Q: What payments?

11 A: The payments beforehand.

12 Q: Okay. And so that's all she had to pay?

13 A: She started back paying on the building.

14 Q: When?

15 A: I'm not sure when it was. I don't remember.
16 You have to ask Cassandra 'cause I don't
17 remember when she started back.

18 Q: Okay.

19 A: I do not know.

20 Q: Okay. Well that's convenient too. Now, tell
21 me what the deal was whenever you decided you
22 were going to start picking up the payments
23 again. Why were you doing that?

24 A: I was in the building at the time, and I was
25 able to pay the payment.



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- 1 Q: Yeah, but you were in the building before then,
2 though.
- 3 A: I was not able to make the payments.
- 4 Q: Okay. So, does that contract talk about that?
- 5 A: No.
- 6 Q: Okay. When y'all had this conversation, did
7 y'all write anything down about that?
- 8 A: No.
- 9 Q: Okay. All right. So, now when you signed the
10 contract with Mr. Shirey, I mean, you told Mr.
11 Pyatt a lot of things about what was going on
12 with you at the time. Was there anybody
13 threatening you to make you sign that contract?
- 14 A: What contract?
- 15 Q: This contract with Mr. Shirey?
- 16 A: No.
- 17 Q: Okay.
- 18 A: Threatening me?
- 19 Q: Yeah.
- 20 A: No.
- 21 Q: Were you under any sort of duress of that kind?
- 22 A: Threat? No.
- 23 Q: Okay. Was TD Bank threatening to foreclose on
24 you?
- 25 A: I hadn't heard anything from TD Bank.

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1 Q: Okay. Well that's an interesting thing too,
2 now. You say that you didn't know anything
3 about how Ms. Robinson was making the payments,
4 right?

5 A: That's -- I mean, she was making them straight
6 to TD Bank.

7 Q: Right. But you say because she was doing it,
8 you didn't have any -- you didn't know anything
9 about -- you can't tell me whether that payment
10 ---

11 A: How she was paying it?

12 Q: Right.

13 A: I don't know.

14 Q: Okay. Where were the statements for the TD
15 Bank loan going?

16 A: They were coming to me.

17 Q: Okay. You ---

18 A: And I would forward them to her.

19 Q: Okay. You never looked at them?

20 A: No.

21 Q: Okay. And that loan was in your name, right?

22 A: It was in my name.

23 Q: Okay. And you didn't care to know what TD Bank
24 was saying?

25 A: If you had been in my shoes during this time --



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1 -

2 Q: Uh-huh.

3 A: --- as less was better.

4 Q: I understand.

5 A: 'Cause I was going through it.

6 Q: Uh-huh. Okay. Now, let's talk a little bit

7 about the contract you have with Mr. Shirey,

8 which is Plaintiff's 2. It's going to have a

9 blue label. Here it is. Okay. Now, what was

10 your understanding of what your obligations

11 were under that contract? What did you have to

12 do?

13 A: Sign the contract.

14 Q: And then ultimately sign a deed, right?

15 A: Right.

16 Q: Okay. You told Mr. Pyatt that -- Mr. Pyatt

17 asked you did anybody ask you to sign a deed,

18 right?

19 A: Yes, and Mr. Shirey asked me to sign a deed.

20 Q: Well, we can look at the record, but I think

21 what he said was, anybody. But in any event,

22 he also asked you, did anybody present you with

23 a deed to sign, is that right?

24 A: Right.

25 Q: Okay. Where in the contract does it say that

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1 somebody's got to present you with a deed to
2 sign?
3 A: In this contract?
4 Q: Uh-huh.
5 A: I'm not -- I don't know. I mean, is it in the
6 contract?
7 Q: Well do you think it is? That's ---
8 A: I don't know.
9 Q: --- my question. Okay. Isn't it true that it
10 is not in the contract, that it does not say
11 that somebody's got to present you with a deed
12 before you are obligated to give one?
13 A: I don't know.
14 Q: Isn't it true, that your obligation under the
15 contract, was to present a deed on or before
16 the 12th?
17 A: I do not know.
18 Q: Okay. You understand that you and Mr. Shirey
19 had different obligations under the contract,
20 is that right?
21 A: Different obligations referring ---
22 Q: He had to pay ---
23 A: --- to?
24 Q: --- you had to give a deed, right?
25 A: At the closing.



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1 Q: Okay. And so, I want to know, since Mr. Pyatt
2 intimated, through his questioning, that it was
3 some sort of big deal that nobody presented you
4 with a deed. Where it says in there that
5 somebody has to present you with a deed?

6 A: I don't know. I don't know ---

7 Q: Isn't it true that you have to ---

8 A: --- if it's there or not.

9 Q: --- show up to closing with a deed? Isn't that
10 what the contract says?

11 A: I would have to show up to closing -- in this
12 contract?

13 Q: Yes.

14 A: I don't know if it's in here or not.

15 Q: Okay.

16 A: That's what you're telling me is in here.

17 Q: Yeah.

18 A: So I'm assuming that you know what's in here.

19 Q: Okay. Well you understand that your duty was
20 to sign a deed, right?

21 A: At the closing.

22 Q: Okay.

23 A: If there had been a closing.

24 Q: Right. And who -- where does it say who was
25 going to be showing you ---



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1 A: I don't know ---
2 Q: --- that deed to sign?
3 A: --- I don't know what's in this contract. This
4 has been many -- been a while back. I don't
5 know.
6 Q: Okay. Now, you said somebody from my office
7 called you ---
8 A: Yes, sir.
9 Q: --- and asked you to appear at a closing on the
10 13th?
11 A: That's right.
12 Q: Did you agree to show up at a closing on the
13 13th?
14 A: They told me not -- Mr. Parker asked could you
15 not come on the 12th but come on the 13th.
16 Q: Did you agree to come -- answer my question.
17 A: I just told them, okay.
18 Q: Isn't it true that you agreed to show up at a
19 closing on the 13th?
20 A: I did.
21 Q: Okay.
22 A: But after I went to the doctor on the 13th ---
23 Q: Uh-huh.
24 A: --- and my doctor advised me not to come, I got
25 a statement. That's why the doctor's statement

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1 was sent to your office because I had an
2 appointment with you on the 13th, and I did not
3 come when they would come on the 13th.

4 Q: Right.

5 A: That's why the doctor's statement ---

6 Q: But the point is ---

7 A: ---I came in.

8 Q: --- you agreed to come on the 13th?

9 A: I did.

10 Q: Okay. And, Mr. Shirey had a right to rely on
11 your agreeing to come on the 13th, did he not?
12 Otherwise your word doesn't mean anything, does
13 it?

14 A: I mean, I didn't change it from the 12th. Your
15 office changed it. I ---

16 Q: You agreed to ---

17 A: --- didn't change it.

18 Q: --- come on the 13th, did you not?

19 A: They called me to come on the 13th, and I told
20 them, fine. I had a doctor's appointment on
21 the 13th.

22 Q: Okay. But you agreed to come on the 13th?

23 A: I came on the 13th.

24 Q: All right.

25 A: I did not come on the 13th. I had a doctor's



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1 appointment on the 13th, but I did not come on
2 the 13th.

3 Q: All right. Okay. I'm gonna show you, what's
4 going to be labeled as Plaintiff's 7 -- 8,
5 sorry.

6 **(Plaintiff's Exhibit Number 8 was marked for**
7 **identification purposes.)**

8 **MR. PARKER:** Just do the sticker up here. You might
9 just put it up in there. Okay.

10 **MR. PYATT:** Let me see that.

11 Q: Okay. If you would, read to me the bottom part
12 that has the little parentheses around it.
13 Read to me what that says. .

14 A: She is supposed to go to a closing on 8/13/15.
15 She is requesting an excuse under the law --
16 under the letter from LWP stating that she does
17 not feel well and cannot attend. She stated,
18 I'm just not feeling good.

19 Q: Uh-huh. Okay. And, if you don't mind, let me
20 hold it. Thank you. And, doesn't it say at
21 the bottom, the very last part, say, I just
22 don't -- she stated, I just don't feel like
23 going?

24 A: Uh-huh.

25 Q: Okay. Did you tell Lovelace's office that?



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1 A: She asked me how I was feeling ---
2 Q: Uh-huh.
3 A: --- and I told her I just don't feel like
4 going.
5 Q: Okay. Did you also tell the -- Dr. Lovelace's
6 office that you were supposed to be at a
7 closing on the 13th?
8 A: I did.
9 Q: Okay. And so you were supposed to be at a
10 closing on the 13th, right?
11 A: I was supposed to be at a closing on the 13th,
12 but I can't control what happens.
13 Q: Uh-huh. Okay.
14 A: I was not well.
15 Q: I understand.
16 THE COURT: Okay. Do you mind offering that in?
17 MR. PARKER: Sure.
18 THE COURT: Any objection?
19 MR. PYATT: That's the same thing as the ---
20 THE COURT: The doctor's note.
21 MR. PYATT: I thought it was already in.
22 MR. PARKER: Oh, no. No, no. That's part of her
23 medical ---
24 MR. PYATT: But it's ---
25 THE COURT: The letter, the excuse letter was

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1 generated by that office visit?

2 **MR. PARKER:** Right.

3 **MR. PYATT:** Right. So I think this is the best
4 evidence because that has some stuff on there,
5 other information ---

6 **MS. BISHOP:** Personal information.

7 **MR. PYATT:** --- that I don't, yeah, personal -- I
8 don't think needs to be in the record.

9 **MR. PARKER:** I'm fine with that. I got what I
10 needed off of it.

11 **MR. PYATT:** Yeah.

12 **THE COURT:** Okay.

13 **Q:** Okay.

14 **THE COURT:** So we are not admitting ---

15 **MR. PYATT:** Right.

16 **THE COURT:** --- this progress note that's probably
17 been signed up as number 8?

18 **MR. PARKER:** Yes.

19 **MR. PYATT:** Right, right.

20 **THE COURT:** Okay.

21 **Q:** Okay.

22 **MR. PARKER:** If you'll indulge me just for a minute.

23 **THE COURT:** Sure.

24 **Q:** Okay. Now, during the -- in between the time
25 when you signed the contract with Mr. Shirey



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1 and when it was scheduled to close, did you
2 ever change your mind about whether it was a
3 good idea to close with Mr. Shirey? Did you
4 change your mind about the price or about
5 anything like that?

6 A: I don't even remember. I don't know.

7 Q: Okay. Ms. Bishop, we talked about how there
8 was a mortgage affecting the property, right?

9 A: How what now?

10 Q: How there's a mortgage ---

11 A: Yes.

12 Q: --- that affects the property.

13 A: Yes.

14 Q: Did you ever provide a payoff quote to anybody?

15 A: No.

16 Q: Okay.

17 A: Not to my knowledge.

18 Q: Okay. Now, you understand it would be very
19 difficult for Mr. Shirey, or anybody else, to
20 find out whether the money that was contrac- --
21 he was contracted to pay was going to be enough
22 to pay off that mortgage, or whether you were
23 going to have to come with funds to the closing
24 to pay it off or not, right? Without a payoff
25 quote, right?



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- 1 A: Did I have a payoff quote?
- 2 Q: No, no. You understand that without a payoff
3 quote ---
- 4 A: Uh-huh.
- 5 Q: --- that it's difficult for Mr. Shirey to know
6 whether the amount of money that he was paying,
7 the \$125,000.00 ---
- 8 A: Uh-huh.
- 9 Q: --- was going to be enough to pay off the
10 mortgage, you understand that, right? Because
11 what if the payoff were \$126,000.00?
- 12 A: And?
- 13 Q: You -- well, you would agree with me that your
14 obligations under the contract with Mr. Shirey
15 was to deliver title to him free and clear of
16 all liens including the TD Bank mortgage,
17 right?
- 18 A: That's -- yes.
- 19 Q: Okay.
- 20 A: Uh-huh.
- 21 Q: And so, without a payoff quote on that TD Bank
22 mortgage, how was anybody to know whether the
23 \$125,000.00 was going to be enough to pay it
24 off?
- 25 A: He was purchasing the building from me.

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- 1 Q: I understand that.
- 2 A: And I gave him my price. He wasn't purchasing
3 from TD Bank. That was my price.
- 4 Q: Yes. But you ---
- 5 A: So I mean, I didn't have mortgage quote of the
6 payoff because I knew what the payoff was.
- 7 Q: Okay, but nobody else did?
- 8 A: No.
- 9 Q: Okay. Now, if Mr. Shirey needed to know how --
10 what the balance on that mortgage was ---
- 11 A: Mr. Shirey didn't even know that there was a
12 balance on the building. He didn't even know
13 if I owned the building or not 'cause it never
14 was discussed.
- 15 Q: Now, you would agree that the mortgage with TD
16 Bank is recorded, right?
- 17 A: Yes, it's recorded and I sent it to the
18 courthouse.
- 19 Q: Right.
- 20 A: Okay.
- 21 Q: And so, now you understand as a part of working
22 up towards the closing, there would have been
23 a title search done, right?
- 24 A: Right.
- 25 Q: And so that title search would have revealed

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- 1 the presence of that mortgage, right?
- 2 A: That's right.
- 3 Q: So that would have told Mr. Shirey that there's
- 4 a lien against the property, right?
- 5 A: That's right.
- 6 Q: How is he supposed to know, in the absence of
- 7 a payoff quote, whether his money was going to
- 8 be enough to pay off the mortgage?
- 9 A: I don't know.
- 10 Q: The truth is he wouldn't know, right?
- 11 A: I guess not.
- 12 Q: Okay. And you never gave him a payoff quote?
- 13 A: No.
- 14 Q: Okay. All right. Now, let's talk about -- you
- 15 were so ill or didn't feel well enough on the
- 16 morning of the 13th, that you asked the -- Dr.
- 17 Lovelace's office to send a doctor's excuse
- 18 excusing your absence from the closing, right?
- 19 A: Uh-huh. Yes.
- 20 Q: Okay. And so you were too sick to show up to
- 21 that closing, but you weren't too sick to go
- 22 and give a deed to Ms. Robinson?
- 23 A: I didn't say I was physically sick.
- 24 Q: Okay. Well tell me what happened with your --
- 25 how you were feeling between the time you left



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1 the doctor's office ---

2 A: When I left the doctor's office that morning I

3 was in tears, I was terribly upset.

4 Q: What were you upset about?

5 A: It's personal.

6 Q: Okay.

7 A: She and I discussed it.

8 Q: Okay.

9 A: And she told me what she thought, and what she

10 though I should do.

11 Q: It had nothing to do with Ms. Robinson?

12 A: No.

13 Q: Had nothing to do with Ms. Robinson ---

14 A: No.

15 Q: --- reminding you ---

16 A: No.

17 Q: --- about her contract?

18 A: That had nothing to do with that. It was a

19 personal matter.

20 Q: Okay. All right.

21 A: I've been -- have been going through a lot.

22 Q: Okay.

23 A: Going through a lot, and I had an appointment

24 with that doctor that day.

25 Q: Okay.



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1 A: And, she felt that I needed to go home, get
2 quiet, and just lay down.
3 Q: Uh-huh.
4 A: 'Cause I did not feel well ---
5 Q: Uh-huh.
6 A: --- and I did not.
7 Q: Uh-huh.
8 A: I was stressed, totally stressed out.
9 Q: Okay. And this deal with Mr. Shirey and Ms.
10 Robinson's claims under that contract had
11 nothing do to with that stress?
12 A: No.
13 Q: Okay. But you conveniently felt better later?
14 A: No, not conveniently felt better later. That
15 was later on that afternoon. That was later
16 that day. No, nothing was convenient.
17 Q: Okay. So, let me just get this straight. You
18 agreed to show up at a closing on the 13th with
19 Mr. Shirey. But then you feel bad and you get
20 a doctor's excuse so as to tell Mr. Shirey
21 you're not coming to that closing then. But
22 then, without saying a word to Mr. Shirey, you
23 turn around and give a deed to Ms. Robinson.
24 Can you understand how that might cause a
25 problem?

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1 A: Not the way that you worded it. It would cause
2 a problem but that's not the way it was.

3 Q: Okay. All right. Well let's talk about that.
4 You agreed to come to the closing on the 13th.

5 A: Because you cancelled -- your office cancelled
6 it on the 12th ---

7 Q: Okay.

8 A: --- and I had an appointment on the 13th with
9 the doctor already scheduled.

10 Q: Yeah. You agreed to come to the closing on the
11 13th?

12 **MR. PYATT:** We'd like to make an objection based on
13 the statute of fraud is that -- in term of this
14 line of questioning 'cause our legal position
15 is that no contract existed on the 13th, and
16 that therefore she was not under obligation,
17 legally, to appear on the 13th, 'cause by the
18 -- the contract expired on the 12th.' And any
19 extension of the contract has to be in writing,
20 and since there is no writing it was up to her
21 whether or not she wanted to perform the
22 contract on the 13th. So anything that
23 happened after the 13th is irrelevant.

24 **THE COURT:** Okay. So noted.

25 **MR. PARKER:** Yeah, I mean, do you want me to argue



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1 that now or ---

2 **THE COURT:** No, no ---

3 **MR. PARKER:** Good.

4 **THE COURT:** --- you don't have to argue that.

5 Q: All right. So, but you just told me a little
6 while ago that you agreed to come to the
7 closing on the 13th.

8 A: I told you that I went to the doctor ---

9 Q: No, no, no, no. You told me ---

10 A: I told you ---

11 Q: --- that you agreed ---

12 A: --- I went to doctor on the 13th.

13 Q: Uh-huh.

14 A: I told you that he -- that your office asked me
15 to come on the 13th instead of the 12th.

16 Q: And you agreed to do that?

17 A: I told her, okay.

18 Q: Does that mean that you didn't agree?

19 A: I didn't -- it doesn't mean either way. It
20 mean -- didn't mean that I agree or didn't
21 agree. It was okay, and that's what I said,
22 okay.

23 Q: Uh-huh. Okay. But now you don't deny that you
24 sent the doctor's note -- well actually, you
25 don't deny that you told the doctor that you



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1 were supposed to be at a closing on the 13th?

2 A: She asked me how -- what I had to do the rest
3 of the day, and I told her I was going to a
4 closing. And she told me she didn't feel like
5 I needed to do anything. Go home, and I took
6 my meds, and I laid down. And that's what I
7 did.

8 Q: And you told her you just didn't feel like
9 going?

10 A: I did not. I was very emotional.

11 Q: Okay. But, then in between that and when you
12 go to Ms. Wilson's place to sign a deed over to
13 Ms. Robinson, you didn't tell Mr. Shirey that
14 you were doing that, did you?

15 A: No.

16 Q: Okay.

17 A: I mean, our contract was the 12th.

18 Q: Uh-huh.

19 A: This was on the 13th.

20 Q: I understand. I understand what you're saying.

21 A: Okay.

22 Q: I also understand that you have said, in your
23 deposition and today, that you agreed to be at
24 the closing on the 13th. After all, why would
25 you ask for a doctor's excuse for a closing



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1 that you weren't supposed to be at?

2 A: 'Cause you called me on the 12th and asked me
3 to come on the 13th.

4 Q: No, no, no, no, no.

5 A: And for ---

6 Q: If you didn't agree ---

7 A: Because I was generous ---

8 Q: --- to come ---

9 A: --- enough, I said, okay.

10 Q: Okay.

11 A: I decided to ask the doctor for the statement
12 to send to you for your records, so you
13 couldn't say that I tried not to even come to
14 the closing on the 13th was supposed to have
15 been on the 12th.

16 Q: The point is that you said, okay. Did -- let
17 me ask you this, you heard Mr. Shirey say that
18 he paid his money on the 12th, right? So the
19 money was there on the 12th. If you had
20 insisted on being there on the 12th -- in other
21 words you did not say, okay. If you had said,
22 no, I want my money today, it was there on the
23 12th. So, could you not have gotten your money
24 on the 12th if you had said, no, I want to get
25 it today?



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1 A: I didn't say that because when you called me
2 and asked me to switch to the 13th, I did not
3 argue against you 'cause, if I'm not mistaking,
4 I think you say the contract or something --
5 something was not ready ---
6 Q: All right. So ---
7 A: --- on the 12th.
8 Q: Let me ask you this ---
9 A: And you asked me to move to the 13th, but I
10 just cannot remember what the words were that
11 were told to me at that time. I cannot
12 remember.
13 Q: I understand.
14 A: I can't remember what they was.
15 Q: I'm not asking you to remember that. Okay?
16 All I'm asking you to understand is that if
17 instead of saying, okay. If you had've said,
18 no, I want my money today, you could have
19 gotten it on the 12th, could you not?
20 A: It's still like I told you, okay, is either
21 way. It's okay of I did or okay if I didn't.
22 I didn't say either way. I just said, okay.
23 Q: Okay. Did you say it that way?
24 A: Okay.
25 Q: Did you say, okay doesn't mean that I may ---

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1 A: I didn't ---
2 Q: --- or may not be there ---
3 A: I didn't say -- I just said, okay.
4 Q: What do you think people would think if you
5 said, okay?
6 A: Okay.
7 Q: Okay. Does that mean, okay, I'm not ---
8 A: It doesn't mean ether way ---
9 Q: --- going to show up?
10 A: --- it just means, okay.
11 **MR. PYATT:** Judge ---
12 Q: All right.
13 **MR. PYATT:** --- he's badgering the witness now, I
14 mean ---
15 A: It's just okay.
16 **MR. PARKER:** No, she's changing her story, so I'm --
17 -
18 A: I'm not changing my story ---
19 Q: All right ---
20 A: --- it's just okay.
21 Q: --- well let's talk about what you told me at
22 the deposition, okay? Let's talk about that.
23 All right, so I want you to read for me, this
24 is page 11 of your deposition, beginning with
25 line 9, and then through line 13.



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- 1 A: Okay, now you, you told them that you were
2 supposed to go to closing on the 13th because
3 you agreed to appear at a closing on the 13th,
4 right? That's correct.
- 5 Q: Okay.
- 6 A: Okay, so you and that and you had agreed to be
7 there on August the 13th, but you didn't feel
8 well and didn't feel like going, right?
9 Correct.
- 10 Q: Okay. So were you telling me the truth then or
11 are you telling me the truth now? 'Cause they
12 can't be the same. You either agreed to show
13 up on the 13th or you didn't.
- 14 A: The closing was on the 12th.
- 15 Q: Ma'am, answer my question.
- 16 A: I did.
- 17 Q: Okay. All right. Let's see. Now you would
18 agree that Mr. Shirey, his only obligation
19 under the contract is to pay money, right?
- 20 A: That's what he says.
- 21 Q: No, I'm asking you. You would agree that
22 that's -- the only thing he's got to do under
23 the contract is to pay you, right?
- 24 A: Yes.
- 25 Q: Okay. Do you have any evidence that Mr. Shirey

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1 did not do exactly as he said by paying the
2 money on the 12th?

3 A: He paid the money on the 12th, but also during
4 the time that we were getting the building
5 ready for him, he was out had someone taking
6 pictures saying that we were digging up the
7 yard ---

8 Q: Uh-huh.

9 A: --- and burying stuff on the land.

10 Q: Uh-huh.

11 A: And he was aware of this digging and he still
12 was going to go ahead and purchase the building
13 anyway.

14 Q: Uh-huh.

15 A: But the digging was only trash. He said we
16 busted up molds and concrete, and my mold's at
17 home behind my house. I still have my vault
18 molds.

19 Q: Uh-huh.

20 A: They're still at home and the vault's that I had
21 left are at home down in the shed.

22 Q: Okay.

23 A: That was left.

24 Q: How much did you sell that -- or were you
25 supposed to be selling the property to Ms.



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1 Robinson for under that 2012 contract?

2 A: I don't know.

3 **MS. BISHOP:** What was I supposed to have been
4 selling it to you ---

5 Q: You can't ask her -- no, you can't ask her.
6 I'm asking you.

7 A: I'm asking Mr. Pyatt.

8 **MR. PYATT:** Oh, I can't answer you. The contract
9 speaks for itself though.

10 A: I guess. Whatever's on the contract. I'm not
11 sure what's on it. Whatever's on the contract.

12 Q: Okay. The \$2,080.77 worth of payments she was
13 supposed to make every month, that was the
14 mortgage payment, right?

15 A: That was.

16 Q: Okay.

17 **MR. PARKER:** That's all I've got.

18 **MR. PYATT:** I just got a couple in reply.

19 **MS. BISHOP - RE-DIRECT EXAMINATION BY MR. PYATT:**

20 Q: Now, were you ever told that you had to go out
21 -- that you had to prepare a deed and bring it
22 on the 12th?

23 A: No.

24 Q: As far as you know, was there ever a check made
25 payable to you that's dated on the 12th?



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1 A: I never seen one.

2 Q: You never were presented a check made payable
3 to you on the 12th?

4 A: I was not.

5 Q: Now, under the contract there is an inspection
6 period where he can go out and do due
7 diligence, and do a public -- have tests done,
8 have studies conducted, let's see, under
9 paragraph nine of the contract. So if he had
10 want -- engaged in due diligence in terms of
11 inspecting the public record, he would have
12 found out there was a mortgage on the property,
13 wouldn't he?

14 A: He would have.

15 Q: Now, on his ---

16 A: I mean, during the time when Mr. Shirey -- we
17 were still negotiating, and hadn't signed any
18 papers, he removed the fence from the back of
19 the plant.

20 Q: Okay. So you never tried to do anything to
21 hide the fact that there was a mortgage on the
22 property, did you?

23 A: No. It's public record if you go to the
24 courthouse ---

25 Q: Okay.



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1 A: --- if I'm not mistaking.

2 Q: All right. So he had from May of 2015 to
3 August 12th to do the research on this
4 property?

5 A: Uh-huh. Yes.

6 Q: Okay.

7 MR. PYATT: No further questions.

8 MR. PARKER: Okay. Real quick, Sam.

9 **MS. BISHOP - RECROSS-EXAMINATION BY MR. PARKER**

10 Q: Mr. Pyatt asked you if you were presented with
11 a check payable to you on the 12th, and you
12 said that there wasn't.

13 A: No.

14 Q: Did you ever present a deed made out to Mr.
15 Shirey?

16 A: No.

17 Q: Okay. The 2012 contract, do you know if it was
18 recorded?

19 A: I don't know.

20 Q: Okay. Now you, did you ever give anybody
21 authorization to talk with TD Bank on your
22 behalf?

23 A: No.

24 Q: Okay.

25 MR. PARKER: That's all I got.



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1 **MS. BISHOP - CLARIFICATION BY THE COURT:**

2 **THE COURT:** Okay. Ms. Bishop, at any point in time,
3 did you get -- were you contacted by TD Bank
4 indicating they were about to foreclose on the
5 mortgage?

6 A: No, sir.

7 **THE COURT:** Never indicated that?

8 A: Not that -- not to my knowledge. No, sir.

9 **THE COURT:** Okay. Now, the weekend, or shortly
10 before August 12th, was there a family fuss
11 about selling this property?

12 A: No, sir. No, sir.

13 **THE COURT:** Was there a family fuss ---

14 A: No, sir.

15 **THE COURT:** --- about anything?

16 A: No, sir. No, sir.

17 **THE COURT:** Okay.

18 A: No, sir. I don't even know where that came
19 from. No, sir. Nothing to argue about. No,
20 sir.

21 **THE COURT:** Now, when Mr. Shirey removed part of
22 your fence, I assume it was your fence ---

23 A: Uh-huh.

24 **THE COURT:** --- that was removed, did you express
25 your displeasure to him about that?



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1 A: I called my law- -- called lawyer Pyatt.

2 **THE COURT:** Okay. And, do you know whether or not
3 Mr. Pyatt did anything?

4 A: I don't know.

5 **THE COURT:** Okay. Now, on August the 13th, when you
6 went to see the doctor ---

7 A: Yes, sir.

8 **THE COURT:** --- at that -- when you pulled out of
9 your driveway that morning ---

10 A: Yes, sir.

11 **THE COURT:** --- did you know that you were going to
12 sign a deed to Ms. Robinson?

13 A: No.

14 **THE COURT:** How did you find out that you were going
15 to sign a deed that day?

16 A: Cassandra and I -- I don't know who called who
17 when we were talking about it, and she told me
18 that I had a contract with her on that
19 building, but I just don't know who called who,
20 or what happened. Anyway, she came up here
21 that day.

22 **THE COURT:** Uh-huh.

23 A: She came up here. Honestly, I just forgot
24 about the situation with Cassandra.

25 **THE COURT:** Okay.



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1 A: It's just ---

2 **THE COURT:** That's all the questions I have.

3 A: --- the year 2000 had been kind of bad since my
4 husband passed.

5 **THE COURT:** I'm sure it has been. I have no further
6 questions.

7 **MR. PARKER:** Real quick.

8 **MS. BISHOP - RECROSS-EXAMINATION BY MR. PARKER:**

9 Q: You said that you found out about this fence
10 being removed while you and Mr. Shirey were
11 still negotiating?

12 A: No. This has been since this has been going
13 on.

14 Q: Okay. All right. So it was after August 12th,
15 13th, it was after that?

16 A: Uh-huh.

17 Q: Okay.

18 A: As far as I know of. I mean, when I know when
19 it was noticed. I don't know how long the
20 fence had been down.

21 Q: Right. I understand. I just ---

22 A: I don't know how long the fence has been down.
23 I do not know. But I know it's down.

24 Q: That's fine.

25 **MR. PARKER:** That's all I have.



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1 THE COURT: Mr. Pyatt, you have another witness?

2 MR. PYATT: Yes.

3 THE COURT: Okay.

4 CASSANDRA L. ROBINSON, having been duly sworn,
5 testifies as follows:

6 MS. ROBINSON - DIRECT EXAMINATION BY MR. PYATT:

7 Q: State your full name for the record please.

8 A: Cassandra Lefaye Bishop Robinson.

9 Q: Bish- -- okay. And what relation are you to
10 Ms. Gwen Bishop?

11 A: That's my aunt.

12 Q: Okay. And, now, when did you first become
13 interested in this property in question on
14 Power Station Road?

15 A: Well back in 2012 -- back sometime in 2012.

16 Q: Okay. And then, so you contacted her?

17 A: No. I don't quite remember how it goes, but I
18 know somehow we started discussing it. And, so
19 she said, you know, I want, you know, I want --
20 I'm sorry.

21 Q: You're okay. Go ahead.

22 A: I want, you know -- she was like she was really
23 confused, and so, I said, okay. Well what I'll
24 do, you know, you can sell it to me. I'll
25 assume the payments on it.



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- 1 Q: Okay. Let me show you Defendant's Exhibit 1.
2 Is that the contract that y'all signed in
3 buying that property?
- 4 A: Yes.
- 5 Q: Okay. Who prepared that contract?
- 6 A: I did.
- 7 Q: Okay. And you came up to Newberry and got Ms.
8 Bishop to sign it?
- 9 A: For this one?
- 10 Q: Yes. Do you recall?
- 11 A: I don't -- I don't remember.
- 12 Q: You don't remember?
- 13 A: I don't remember.
- 14 Q: Okay. That's all right, I understand. Who is
15 Geraldine Gary?
- 16 A: Geraldine Gary ---
- 17 Q: It's the witness.
- 18 A: --- well that's her sister.
- 19 Q: Okay. All right. Now, they have a payment
20 history here, but they also have some copies of
21 checks that was attached to ---
- 22 A: Uh-huh.
- 23 Q: So you started making payments to TD Bank on
24 this account?
- 25 A: Yes.

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1 Q: Okay. And, as far as you can recall, did you
2 ever contact TD Bank to make an arrangement to
3 modify the loan or to -- were you contacted by
4 them in terms of the loans was in jeopardy,
5 anything of that sort?

6 A: No. I didn't contact them and they didn't
7 contact me.

8 Q: Okay. And you were given copies of this
9 statement monthly by Ms. Bishop?

10 A: Not every month, but, you know, there wasn't --
11 it wasn't every month.

12 Q: Okay. Now ---

13 A: 'Cause at one time I thought I was paying
14 forward, but I guess not.

15 MR. PYATT: This is what you provided. I'm going to
16 help her -- okay. I'm going to have her ---

17 MR. PARKER: I mean, what -- this part of it, what
18 is it?

19 MR. PYATT: That's just 2012, the payments.

20 MR. PARKER: Oh, okay.

21 MR. PYATT: Yeah.

22 A: There might be -- I don't now. I didn't see
23 one I did. I think it was 3/2012, but I don't
24 know if it's in there or not. I don't think it
25 was.



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- 1 Q: Well, let me let you look at those documents,
2 and see whether or not you recognize those
3 payments. Those are just for the year 2012.
4 If you can, start with the earliest one.
- 5 A: But -- oh, it does?
- 6 Q: There's a payment here dated May ---
- 7 A: May the -- it's a payment dated May the 1st.
8 But there is another payment I think. I can
9 just go out to my car and look.
- 10 Q: Is it noted on the sheet, on the ledger?
- 11 A: Huh-uh. It doesn't start from there. This one
12 started from the 25th.
- 13 Q: What I'm getting at is that even though the
14 payments for 2,000 some odd dollars a month,
15 you made payments two and three times that
16 amount, correct?
- 17 A: Yes.
- 18 Q: Based on those ---
- 19 A: Yeah, based on these.
- 20 Q: Okay. Now, when you -- so, at any point did
21 you have any discussion with Ms. Bishop in
22 terms of the status of the loan that you were
23 making double payments and triple payments?
24 Was she aware of that?
- 25 A: No. I didn't tell her.



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1 Q: Okay. So you were just making the payments?
2 She would just send the statements to you, and
3 you were making the payments?

4 A: Yeah, I mean, not every month, but yes, she was
5 sending them to me and I was making the
6 payments.

7 Q: Okay.

8 A: There's -- I think there's one check missing
9 though because ---

10 Q: Okay.

11 A: --- this doesn't go back far enough.

12 Q: All right. Now, tell us how it came about that
13 she started making some payments after you had
14 made payments for a while.

15 A: Well, what happened was she was still using the
16 building, so, and I guess that was more like
17 rent, but only she was making the payments.

18 Q: Okay.

19 A: So since, I said, since she's still using the
20 building, then you go ahead, and then when you
21 get ready to vacate, then ---

22 Q: Uh-huh. Then she would start making ---

23 A: Yeah. Then I'll do it.

24 Q: Okay. Now, what was your long term plan for
25 using the property?

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- 1 A: Well, I didn't want to just put her out of the
2 building.
- 3 Q: Uh-huh.
- 4 A: So, but my long term plan is to actually get in
5 there and utilize the building for a buis- --
6 with the business.
- 7 Q: What type of business?
- 8 A: Trucking.
- 9 Q: Okay. And all the payments were made on a JR
10 Robinson, is that your ---
- 11 A: Yeah. That's mine.
- 12 Q: Okay. JR Trucking Associates, they're an LLC?
- 13 A: Yes.
- 14 Q: And that's your company and your husband
15 company?
- 16 A: Yes.
- 17 Q: Okay. And that's why y'all were buying the ---
- 18 A: Property.
- 19 Q: --- trying to get the property?
- 20 A: Right.
- 21 Q: Okay. Now, can you recall when you first got
22 knowledge of any contract between Ms. Bishop
23 and Mr. Shirey?
- 24 A: It had to have been around the -- somewhere
25 around the 13th. It had to have been somewhere

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1 around that time.

2 Q: Okay.

3 A: So, I don't know, the day before, the day
4 after. I don't know. Somewhere around the
5 13th.

6 Q: Okay. Now, let me show you ---

7 A: Go ahead.

8 Q: --- Defendant's -- I'm sorry, Plaintiff's
9 Exhibit 6, which is ---

10 A: Yeah.

11 Q: --- the General Warranty Deed. Who prepared
12 that, that Ms. Bishop signed?

13 A: Oh, I think I did this one.

14 Q: You did that also?

15 A: Yeah.

16 Q: All right. And, did you prepare the document
17 on the 13th, or the day before?

18 A: Did I prepare the what now?

19 Q: When did you prepare the General Warranty Deed,
20 if you can recall?

21 A: For -- like I said, I don't know. Maybe I had
22 a date, but there's -- but I know I got up that
23 morning and I went to work on this. Whether I
24 did it, I don't know, maybe the night before,
25 the day before.



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1 Q: Okay.

2 A: Maybe -- I know not the day after.

3 Q: No, not then.

4 A: 'Cause I had already came up here by that time.

5 Q: So what, do you recall what time you got to

6 Newberry?

7 A: I don't.

8 Q: Okay.

9 A: I really don't.

10 Q: All right.

11 A: I can't tell you.

12 Q: Now, did you ever see a copy of the land

13 purchase contract between Bishop and Mr. Shirey

14 before you signed -- before she signed the

15 deed?

16 A: Huh-uh.

17 Q: Okay.

18 A: Before she signed this ---

19 Q: Right.

20 A: --- is that what you talking about?

21 Q: Yes, that's what I said. Now did you and Ms.

22 Bishop discuss the fact that the contract that

23 she had was -- had expired the day before?

24 A: Did we -- ask that again.

25 Q: Did you and Ms. Bishop discuss the fact that



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1 Mr. Shirey's contract had expired?

2 A: Yes. We had.

3 Q: Okay.

4 A: We had discussed it. I can't remember, was it
5 that day or -- I can't remember.

6 Q: Okay. All right.

7 MR. PYATT: No further questions.

8 MR. PARKER: Okay.

9 **MS. ROBINSON - CROSS EXAMINATION BY MR. PARKER:**

10 Q: All right. Ms. Robinson, you say that there
11 was a time when Ms. Bishop decided that she was
12 going to take over the payments, is that right?

13 A: Ms. -- oh, yes. Uh-huh.

14 Q: Okay. Do you remember during your deposition
15 several months ago that we talked extensively
16 about your payments towards the mortgage,
17 remember that?

18 A: Yeah, we talked about my payments towards the
19 mortgage.

20 Q: Okay. Why didn't you tell me there was a time
21 that Ms. Bishop started picking the payments up
22 again then?

23 A: I don't know. You didn't ask me about if she
24 was picking the payments up. I don't know.
25 You were trying to badger, like I felt like you



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1 were trying to badger, I don't know.

2 Q: Okay. All right. So ---

3 A: Almost like you were trying to persuade me to
4 say something to make it go your way, I don't
5 know.

6 Q: Right. But, there's no question that we talked
7 about your payments towards this mortgage a
8 lot, right?

9 A: I don't know. I can't remember if we talked
10 about it a lot or not.

11 Q: Okay.

12 A: But we did talk about me making the payments.

13 Q: Okay. At -- because I asked you whether you
14 were having trouble making the payments, you
15 remember that?

16 A: Yes.

17 Q: And we talked about how maybe there -- or I was
18 asking you whether you missed payments or, you
19 know, I even asked you who you were making the
20 payments to, whether you were making them ---

21 **MR. PYATT:** I would object. He needs to refer to
22 the page in terms so my client can answer them.
23 He's saying he asked her, we need to see
24 whether or not that's in fact correct in terms
25 of going to the ---



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1 MR. PARKER: I haven't even asked the question yet.

2 MR. PYATT: Okay.

3 THE COURT: Hold on. Let me rule. I think it will
4 be fine to ask generalized questions, but, you
5 know, I'm going to read the deposition, so ---

6 MR. PARKER: Uh-huh.

7 THE COURT: --- I'm going to know what the facts
8 are, so ...

9 MR. PARKER: Right.

10 Q: But, do you remember me asking you whether you
11 made the payments directly to Ms. Bishop or to
12 the bank? Do you remember me asking you that?

13 A: I don't know. I can't remember.

14 Q: Okay. May I ---

15 A: But I made them directly to the bank.

16 Q: Okay. I mean, I can show you where we talked
17 about this.

18 A: Okay. Go ahead.

19 Q: You want me to show you that to you?

20 A: Yeah.

21 Q: Okay. All right. This is page 83 of your
22 deposition. If you would, just read into the
23 record from 19 to 25.

24 THE COURT: Page 83?

25 MR. PARKER: That's right.



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1 MS. ROBINSON: I don't know. Yes.

2 A: Kind of fragmented too. So I don't know what
3 that was.

4 Q: Just read it.

5 A: Uh-huh. Affirmative response. Okay. When?
6 When you were making payments. The, the 33,000
7 dollars you were paying were making those
8 payments directly to Ms. Bishop? No. You were
9 making them to the bank? Yes. Okay, then.

10 Q: So we talked about whether you were making the
11 payments directly to the bank or to Ms. Bishop,
12 right?

13 A: Yes.

14 Q: Okay. And in there we were -- it was clear we
15 were talking about 33,000 dollars worth of
16 payments, so we talked extensively about your
17 payments, did we not?

18 A: I think we talked about, yeah, you talked about
19 that. I don't know what you mean by
20 extensively.

21 Q: And you never once mentioned that Ms. Bishop
22 took up the payments again?

23 A: No, I didn't. I don't think so.

24 Q: Did y'all ever write anything down about that?

25 A: No, we did not write anything down about that.



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- 1 Q: Okay. So what was the change to the agreement
2 then?
- 3 A: Okay, like I said before, she was using the
4 building, so it served as rent.
- 5 Q: Okay, but she was using the building before,
6 was she not?
- 7 A: Yes.
- 8 Q: Okay. You were still paying the payments
9 though?
- 10 A: Yes.
- 11 Q: Okay. So she didn't owe you rent then?
- 12 A: No, initially I didn't, I did not charge her
13 rent.
- 14 Q: Okay. Did you ever write anything down about
15 rent?
- 16 A: No, I did not.
- 17 Q: Okay.
- 18 A: It was a mutual agreement between she and I.
- 19 Q: Okay. All right. So, let's refer to the
20 payment history, okay?
- 21 A: Okay.
- 22 Q: Now, as of April 2012, under your 2012
23 agreement with Ms. Robinson ---
- 24 A: You, I think y'all are missing one payment.
- 25 Q: Okay. Well let me ask ---

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1 A: Okay. Go ahead ---
2 Q: --- the question.
3 A: --- ask the question.
4 Q: All right. So, as of April of 2012, under the
5 contract with Ms. Bishop, the mortgage payments
6 were your responsibility, right?
7 A: Yes.
8 Q: Okay. So, now I'm going to go through this
9 thing, and you tell me where I miss a payment,
10 okay? You make a payment -- and wait a minute,
11 let me back up. Those payments were due
12 monthly, is that right?
13 A: Yes.
14 Q: Okay. And they were due in the amount of
15 \$2,080.77 right?
16 A: I'd have to look in there ---
17 Q: Yeah, please refer to the Exhibit.
18 A: Yes, initially ---
19 Q: All right.
20 A: --- that's what it was initially.
21 Q: All right. Now, according to the payment
22 history, there was a payment in May of 2012 ---
23 A: Okay. Just to say -- okay, you missed one.
24 That's what I say, you started at the 25th, at
25 this. But I have a check, I think I have one

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1 in my car of one I made -- a payment that I
2 made.

3 Q: Okay. I heard you.

4 A: Okay.

5 Q: But let me ask my question.

6 A: Go ahead, ask your question. You told me to
7 stop you if you missed anything tough.

8 Q: All right. Miss anything on the payment
9 history that is before you ---

10 A: Okay.

11 Q: --- as an Exhibit, okay?

12 A: Uh-huh.

13 Q: There was a payment in May of '12, right?

14 A: Yes.

15 Q: And then there's a payment in July of '12,
16 right?

17 A: Let me see, how am I reading this. Okay. Yes.

18 Q: And then there's a payment after July, the next
19 payment's in September, right?

20 A: Yes..

21 Q: Okay. So you would agree that between May and
22 July there was a payment missed, and between
23 July and September there was a payment missed?

24 A: Okay. I will agree that I made a payment
25 before this for the -- before the 25th.



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- 1 Q: Uh-huh.
- 2 A: Okay? And then I made a payment -- I can't
- 3 remember how much that payment was though.
- 4 Q: Which ---
- 5 A: But, like I ---
- 6 Q: --- which payment?
- 7 A: The payment that I made before the 4/25.
- 8 Q: Okay. Let me ask you this.
- 9 A: But ---
- 10 Q: That payment that you're referring to ---
- 11 A: Uh-huh.
- 12 Q: --- have you given me a copy of that through
- 13 discovery in this proceeding?
- 14 A: I did not give you a copy of that, but you had
- 15 my -- didn't you subpoena my bank ---
- 16 Q: Okay.
- 17 A: --- to give you these, to give you the ones
- 18 that were written out to him, so I assumed you
- 19 had it.
- 20 Q: Right. Well this is your claim about the
- 21 payments you made on this thing. I don't ---
- 22 A: Okay.
- 23 Q: --- have to prove that. You do.
- 24 A: Okay.
- 25 Q: So ---

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- 1 A: That's fine.
- 2 Q: --- did you give me that?
- 3 A: No, I did not give you ---
- 4 Q: Okay.
- 5 A: --- that.
- 6 Q: So, in any event, so you would agree that there
- 7 was a payment missed between May and July of
- 8 '12, right?
- 9 A: According to this, there is.
- 10 Q: Okay. And you would agree that there's a
- 11 payment missed between July and September,
- 12 right?
- 13 A: Yes.
- 14 Q: Okay. And then there's a payment made in
- 15 October. There's a payment made in December.
- 16 So we missed a payment in November, right?
- 17 A: Okay. But the payment made in, on July, that's
- 18 two payments there.
- 19 Q: Yeah, because you missed the payment in June.
- 20 A: Okay. But the payment in May is two payments
- 21 also.
- 22 Q: Because you missed the payment in ---
- 23 A: That's what I say ---
- 24 Q: --- April.
- 25 A: --- I have that payment.

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- 1 Q: Okay. Well ---
- 2 A: I have that payment.
- 3 Q: --- it would have been good to see it, but you
- 4 don't have it, so ... In any event, we missed
- 5 the payment in November, getting back to where
- 6 we were, right?
- 7 A: Let's go back, let's go back and see where I
- 8 am. Yes, but at this rate, I am under the
- 9 impression that I am ahead ---
- 10 Q: Okay.
- 11 A: --- as expressed. Go ahead.
- 12 Q: I understand ---
- 13 A: Uh-huh.
- 14 Q: --- but you see where there -- in between the
- 15 payment figures they have late fee effective
- 16 whatever date it is? See where it says that?
- 17 A: Yes.
- 18 Q: Okay. You realize if you were paying ahead you
- 19 wouldn't have a late fee?
- 20 A: But, that's what I'm saying, I did not get the
- 21 statements every month.
- 22 Q: Okay.
- 23 A: I was under the impression, keeping account, I
- 24 was under the impression that I was doing --
- 25 that's why you saw it every, 'cause I thought

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1 I was paying it ahead.

2 Q: All right. Well let's ---

3 A: Okay.

4 Q: --- talk about that. So, you make the payment

5 in, or there's a payment December 11, '12 and

6 December 31st, '12, right?

7 A: Yes.

8 Q: See that?

9 A: Yes.

10 Q: And then we don't make another payment until

11 April of '13, right?

12 A: Yep, that's what it looks like.

13 Q: Okay.

14 A: It would seem.

15 Q: So you missed ---

16 A: Well now ---

17 Q: --- three payments there, right?

18 A: Okay. But now, like I said, I'm thinking I'm

19 ahead because I made a payment, so I'm thinking

20 I did May already.

21 Q: Okay.

22 A: Okay. And then I did ---

23 Q: Did you pay ---

24 A: --- two payments here.

25 Q: --- 20,000 dollars to start with or something?

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1 A: Did I pay what?
2 Q: Like 20,000 dollars to start with ---
3 A: No ---
4 Q: --- or something?
5 A: --- I didn't pay 20,000 dollars to start with.
6 Q: Okay. So you ain't that far ahead. You would
7 agree with that, right?
8 A: Well I didn't know at the time what I was.
9 Q: Okay. But ---
10 A: So, under my impression ---
11 Q: --- you can agree, looking at this now, that
12 you were not ahead, you were behind, right?
13 A: Well, it got late fees, so -- L for, yeah, late
14 fees, yes.
15 Q: Okay. So after the payment in April of '13,
16 the next payment isn't until August of '13, is
17 that right?
18 A: Yes, so it says on here.
19 Q: Okay. And then we don't have another payment
20 until November of '13, is that right?
21 A: Yes.
22 Q: Okay. Have you looked at the copy of the
23 checks that are behind here?
24 A: I did not look at it. I hadn't seen this one
25 before. This is a general -- I haven't seen



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1 this must be something different.

2 Q: Okay. Well what I'm going to do is I'm gonna
3 hand you a copy, or actually, if you would
4 look, it begins after the ---

5 A: Now this says I made a payment -- now I don't
6 understand this because this saying I made a
7 payment of what, five something, and I made --
8 I don't know. I guess I need a calculator to
9 see if ---

10 Q: All right. I want you to listen to me, okay.
11 If you will look through the checks that are
12 behind the payment history, these are a copy of
13 all of the payments that are reflected on the
14 payment history. And if you look through all
15 those checks ---

16 A: Uh-huh.

17 Q: --- can you find me a check from JR Trucking
18 and Associates, or Trucking Associates -- let
19 me back up. JR Trucking and Associates is your
20 company, right?

21 A: Yes.

22 Q: So the checks that are represented in the
23 payment history are your -- that are JR
24 Trucking Associates, those are your payments,
25 right?



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1 A: Yes.

2 Q: Okay. I want you to look through those checks
3 and find me a payment that you made after
4 August of 2013.

5 A: I don't see any for '12 after 8. Not from me,
6 I don't see.

7 Q: Okay. So you didn't make a payment towards the
8 mortgage after August of '13?

9 A: I need -- I have to check my files, but
10 according to this, I don't see one, but I have
11 to check.

12 Q: You don't have any evidence that you made a
13 payment after August of ---

14 A: That's what I said, I have to check my files.

15 Q: But, do you have any evidence here today, that
16 you made a payment after August of 2013?

17 A: No, I don't have any here today.

18 Q: Okay. All right. So, now looking at the 2012
19 contract, which is Plaintiff's, or Defendant's
20 1, sorry. They have a yellow sticker.

21 **MS. ROBINSON:** That's not it.

22 **MR. PYATT:** No.

23 **MS. ROBINSON:** Oh, here it is.

24 **MR. PYATT:** Oh, here it is.

25 A: Yep, yes.

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- 1 Q: Now, would you read paragraph three for me?
- 2 A: Default. If the Buyer does not pay, make --
- 3 does not pay payments on the date, the Seller
- 4 has the right to declare the Buyer in default
- 5 of this Contract.
- 6 Q: Okay. Now we can agree, having gone through
- 7 this payment history, that you did not make the
- 8 payments on the date it was supposed to be
- 9 made, right?
- 10 A: You do, yeah, you do have some late fees.
- 11 Q: Okay. And so, it's true then that you were in
- 12 default?
- 13 A: Well, it says the Buyer ---
- 14 Q: Answer my questions.
- 15 A: --- the Seller has to declare, so I don't think
- 16 I would have ---
- 17 Q: Answer my question.
- 18 A: I did. I don't think I was.
- 19 Q: Okay.
- 20 A: Because it says the Seller has right to
- 21 declare, and she didn't ---
- 22 Q: She didn't declare you in default. She didn't
- 23 sign a contract with Mr. Shirey to sell him the
- 24 property?
- 25 A: I don't know ---

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1 Q: That isn't the best ---
2 A: --- if she
3 Q: --- manifestation of declaring you in default
4 that there can be?
5 A: I don't know.
6 Q: I mean, answer the question.
7 A: I mean, I don't -- I'm answering ---
8 **MR. PYATT:** She did.
9 A: I don't know ---
10 **MR. PYATT:** She said she don't know.
11 A: --- you can answer that.
12 Q: Okay.
13 A: You went to school for that. I don't, I mean
14 ---
15 Q: All right.
16 A: --- you can explain some things to me.
17 Q: All right. So, you got this -- you are failing
18 to make payments for sometimes three months in
19 a row. And you're telling this Court today
20 that Ms. Bishop never said a word to you about
21 that?
22 A: Other than periodically sending me the
23 statement, outside of that ---
24 Q: She didn't say, hey you got me messed up on
25 this mortgage. She didn't say anything like



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1 that?

2 A: I don't remember her saying anything like that.

3 Q: Okay. All right.

4 A: 'Cause like I said before, I was under the
5 impression, initially, that I was ahead, but
6 obviously not.

7 Q: Okay. All right. So, now -- let's see, where
8 is ... So again, when y'all had this
9 conversation about how Ms. Bishop was going to
10 conveniently start picking up the payments,
11 y'all didn't write anything down about that?

12 A: No.

13 Q: Okay. I'm going to show you what's going to be
14 Plaintiff's 9. When you get a chance, take a
15 look at that, tell me what it is.

16 **(Plaintiff's Exhibit Number 9 was marked for**
17 **identification purposes.)**

18 A: This looks like the ---

19 **THE COURT:** Parker, may I take peek at it real
20 quick?

21 **MR. PARKER:** Sure.

22 Q: Go ahead, I'm sorry.

23 A: This is, this looks like the land contract that
24 I drew up.

25 Q: Okay. What's the date on it, Ms. Robinson?



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1 A: The 13th.

2 Q: Okay. Now, if Ms. Bishop never told you
3 anything about, or -- let me say it this way,
4 never declared you in default of that 2012
5 contract, and the contract with Mr. Shirey does
6 not equal her declaring you in default of that
7 contract, what is the purpose of the 2015
8 contract?

9 A: Well the purpose of this 2015 contract was to,
10 'cause I told you we discussed that either the
11 day before or the day after, so on this day I
12 was just trying to get some assurance.

13 Q: Uh-huh.

14 A: That's all.

15 Q: Well you went up there and had her sign a deed,
16 did you not?

17 A: I had her sign this.

18 Q: Uh-huh.

19 A: This ---

20 Q: Well let's ---

21 A: --- and I had ---

22 Q: --- take a look at ---

23 A: --- and I had her sign this ---

24 Q: --- Plaintiff's 5 or 6 I think ---

25 A: --- and I had her sign ---



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1 MR. PYATT: That's the deed he's talking about.
2 Q: Plaintiff's 6.
3 A: And I had -- yeah, and I had her sign this,
4 yes.
5 Q: All right. And what you're referring to as
6 this is Plaintiff's Exhibit Number 6?
7 A: Yes.
8 Q: So you did have her sign a deed?
9 A: Wait a minute, she signed this. Okay. Yes.
10 Q: Okay.
11 A: And this.
12 Q: So ---
13 A: And this.
14 Q: --- again, what was the point ---
15 A: These three.
16 Q: --- of Plaintiff's 9, the '15 contract?
17 A: I had her sign -- is this, I had her sign this
18 ...
19 Q: Well are you not here telling The Court that
20 you already had a contract from 2012?
21 A: Yeah, I did have one for 2012.
22 Q: Okay. And then ---
23 A: And then I, then we signed this one. So what,
24 I don't understand what your question is.
25 Maybe I need to ---

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1 Q: I don't understand the purpose ---

2 A: --- ask the question.

3 Q: --- of this. That's my, I'm trying to
4 understand it.

5 A: Well, I thought, like I said, it was for
6 assurance. I, far as my knowledge goes, this
7 is what I did. Now you know more about this
8 than I do.

9 Q: Okay.

10 A: Obviously, so you probably say, well you just
11 need to do this, you probably just didn't need
12 to do this. I did not know that. So, this is
13 what I did.

14 Q: Okay.

15 A: Okay?

16 Q: All right. Well, I'm trying to understand, why
17 do we -- if you have a contract that you say
18 you -- is in effect, then what's the point in
19 having another contract?

20 A: Again, far as I know, like I say, I thought I
21 had her to do this for assurance. If I didn't
22 need it, I didn't know I didn't need it.

23 Q: Under the ---

24 A: I mean, I don't understand ---

25 Q: All right. Let me ask you this, under the 2012



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1 contract ---

2 A: Uh-huh.

3 Q: --- is it true that under it, you would not get
4 a deed until after you paid off the mortgage?

5 A: I don't know. I'm gonna be honest with you, I
6 didn't think that far.

7 Q: Okay. Well read the paragraph that talks about
8 title.

9 A: Upon final payment, when, guess it's written
10 over, entire purchase has been paid in full,
11 the Seller agrees to provide the Buyer with the
12 title -- okay. So there it is. The title,
13 Seller further agrees to relinquish any and all
14 claims to the land.

15 Q: All right. So you would agree that what that
16 says is that you don't get a deed until you've
17 paid off the mortgage?

18 A: Right.

19 Q: Okay.

20 A: That's what that says ---

21 Q: Uh-huh.

22 A: --- in 2012.

23 Q: All right. And then, on August 13th of 2015
24 when Ms. Bishop signs the deed to you, you
25 obviously had not paid off the mortgage, right?



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- 1 A: No, I have not paid off the mortgage.
- 2 Q: Okay. All right. Now, is it possible that you
- 3 were told about the contract with Mr. Shirey
- 4 and Ms. Bishop on August the 12th?
- 5 A: Was it possible? Yes, it is possible.
- 6 Q: Okay. Is it likely?
- 7 A: Define the two words there. 'Cause possible
- 8 and likely to me ---
- 9 Q: All right. Well I'm going to show you
- 10 something. I'm going to try to short cut this
- 11 thing a little bit. All right. Ms. Robinson,
- 12 you'll recall that during this proceeding we
- 13 asked to inspect your computer, is that right?
- 14 A: Yes.
- 15 Q: You remember that we asked you to provide us
- 16 with a copy of the contract ---
- 17 A: Contract on the jump drive.
- 18 Q: Right.
- 19 A: Uh-huh.
- 20 Q: Now, this 2015 contract, Plaintiff's 9 that we
- 21 talked about, you drafted that, did you not?
- 22 A: Yes.
- 23 Q: And you drafted that on your computer, right?
- 24 A: Uh-huh.
- 25 Q: All right. And so, as I say, you recall that



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1 we ins- -- had you produce your computer to
2 inspect, right?

3 A: Uh-huh.

4 Q: Okay. I'm gonna show you this, and what I'm
5 gonna represent to you is that this is a screen
6 shot of the computer window that tells us when
7 that, Plaintiff's 9 was created on your
8 computer. And it indicates that it was created
9 on August the 12th at or around lunch time. Is
10 that right?

11 A: I don't know if the date is -- if the time is
12 right is on this thing, to be honest with you.

13 Q: Okay.

14 A: I can't say that. It does say the 12th.

15 Q: Okay.

16 A: So ---

17 Q: So ---

18 A: --- at least I know I started it, or at least
19 pulled it up and gave it a title on that day.

20 Q: Okay. So, you're not denying that you began to
21 create the 2015 Plain- -- contract, Plaintiff's
22 9, on August the 12th?

23 A: Unless I had something else on this document,
24 and then erased it and put this on there. I
25 don't -- I mean, I very well could have, on the



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1 12th 'cause, like I said, it was somewhere
2 around the 13th.

3 Q: Okay. All right. Now, Mr. Pyatt asked you
4 whether you and Ms. Bishop talked about her
5 contract expiring. Did she tell you during
6 that conversation that she agreed to appear at
7 a closing on the 13th?

8 A: Did she tell me I appeared what?

9 Q: That she agreed to appear at a closing on the
10 13th?

11 A: I don't remember her saying something like
12 that. I don't know. Maybe she has, but I just
13 don't remember that.

14 Q: Okay. Well, I'm going to need you to be, if
15 you can, a little more definitive on whether
16 you knew about the deal with Mr. Shirey, or
17 when you found out about the deal with Mr.
18 Shirey, whether it was on the 12th or before
19 the 12th, or not. Can you do that?

20 A: I don't know. I'm thinking it'll be on the
21 12th because, I guess I went over there on the
22 12th. I know if I -- I don't know, I don't
23 know. I can't tell you that. I don't know.

24 Q: Okay. Well ---

25 A: But I'm saying -- but I believe it was around



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1 the 13th. That's all I can really definitely
2 say.

3 Q: Okay.

4 A: So.

5 Q: Have you tinkered with your computer's time and
6 date systems?

7 A: No, not that I know of. I don't -- I'm not the
8 only one that uses this computer, so I don't
9 know.

10 Q: Is there anybody else that would have tried to
11 create a land sale contract Power Station Road
12 on August the 12th of 2015?

13 A: I don't know. I wouldn't think so, but I
14 can't, I don't know. Why would they -- I don't
15 know.

16 Q: All right. All right.

17 A: Unless, I don't know, unless they ---

18 Q: Well, I'm just trying ---

19 A: --- I mean, I don't know.

20 Q: --- to figure out because, I mean, just a
21 second ago you told me two different things.
22 You said ---

23 A: What did I say?

24 Q: --- that it probably was the 12th ---

25 A: Well I said it was, okay ---



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1 Q: But then you said you didn't know, so ---

2 A: Okay.

3 Q: --- one of the two ---

4 A: It was around the 13th, okay. I do know it was
5 around the 13th, August the 13th.

6 Q: Okay.

7 A: So now, like I said, it says the 12th here. I
8 can probably guarantee you my time probably is
9 not right far as the actual time, but I don't
10 know. I mean, I don't know. And then I know
11 ---

12 Q: Well I need ---

13 A: --- that the 13th, that morning ---

14 Q: --- to know ---

15 A: --- I got up and I actually worked on this
16 document on the 13th morning. I do know that.

17 Q: Okay.

18 A: Okay?

19 Q: Well, all right. What I need to know, so that
20 we can sort of short cut this thing ---

21 A: Okay.

22 Q: --- is whether you are denying that you began
23 to create that document on the 12th.

24 A: Okay. I don't know. I can't remember the
25 exact date.



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- 1 Q: I know, but does I don't know mean you deny it?
- 2 A: I don't know means I am not sure, so I'm not
- 3 going to deny it. I don't know means ---
- 4 Q: Okay. That's fine. All right. So, you don't
- 5 remember Ms. Bishop talking to you about having
- 6 agreed to be at a closing on the 13th?
- 7 A: I don't remember.
- 8 Q: Okay.
- 9 A: I mean, I don't remember ---
- 10 Q: Yep.
- 11 A: --- her saying that she had to be at a closing
- 12 on the 13th.
- 13 Q: Okay. All right. Let's see. Isn't it
- 14 probably true that you knew about Mr. Shirey's
- 15 contract with Ms. Bishop before the 13th?
- 16 A: I don't know. I guess that's ---
- 17 Q: Okay. Well let me point you to something ---
- 18 A: Okay. Go ahead.
- 19 Q: --- in the '15 agreement ---
- 20 A: The '15?
- 21 Q: Yeah. The 2015 ---
- 22 A: Oh, okay. 2015.
- 23 Q: --- Plaintiff's 9, if you would, read me the
- 24 last sentence of paragraph five.
- 25 A: The Seller also agrees to indemnify the Buyer



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1 of any and all issues and illegal fraud
2 concerning, illegality or fraud concerning this
3 transaction.

4 Q: What were you talking about there?

5 A: Just to let me know if there was anything that,
6 any issue that wasn't right, anything.

7 Q: Okay. Well you drafted this document, right?

8 A: Yes.

9 Q: What did you mean when you wrote that?

10 A: I just told you.

11 Q: You meant that, okay. Well, I mean, you had to
12 be thinking of something. What were you
13 thinking about?

14 A: I was -- that's what I was thinking, for her to
15 let me know that, of anything ---

16 Q: Isn't it true that you wrote that in there
17 because you were worried about some sort of
18 claim of Mr. Shirey?

19 A: No.

20 Q: Okay. I mean, that same language was not in
21 your 2012 agreement, was it?

22 A: I don't know. Let me go back. It's been a
23 while since I've done this one. No, it was
24 not.

25 Q: Okay. So, something changed between 2012 and



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1 2015.

2 A: Such as?

3 Q: Well, for starters, that Ms. Bishop had a
4 contract with Mr. Shirey to sell the property.
5 Isn't that right?

6 A: I didn't get that contract, but you say yes,
7 she did have a contract according to this.

8 Q: Well now let's talk about that ---

9 A: According to one of these.

10 Q: --- because you told Mr. Pyatt that you did not
11 get that contract, and the contract being the
12 contract between Ms. Bishop and Mr. Shirey.
13 But, in saying that, you're not saying that you
14 didn't know about the deal between Ms. Bishop
15 and Mr. Shirey. You're just saying that you
16 didn't see the actual document itself, right?

17 A: I wasn't, I didn't even think along those
18 lines.

19 Q: Okay.

20 A: Was I supposed to?

21 Q: I don't know. I'm asking you the question ---

22 A: No, I didn't.

23 Q: --- to try to figure out what you meant by
24 that. Okay. What did you mean by that? Did
25 you mean, when you answered Mr. Pyatt's



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1 question, did you mean that you did not know
2 about Mr. Shirey's contract at all, or did you
3 mean that you had not seen the document?

4 A: Well I had not seen the document, but I didn't
5 know about it until when I did the 12, it was
6 somewhere around the -- I mean the 13th, it was
7 somewhere around the 12th or the 13th that she
8 was saying that she had a contract, but it was
9 over.

10 Q: Uh-huh.

11 A: So I said I better get some before she do this
12 again.

13 Q: Uh-huh. Okay. Do you remember telling me at
14 the deposition that when you came up here ---

15 A: Uh-huh.

16 Q: --- on the 13th ---

17 A: Uh-huh.

18 Q: --- to talk with Ms. Bishop, that you didn't
19 know whether she was going to sign the deed or
20 not?

21 A: Right you are.

22 Q: Okay. Why didn't you know whether she was
23 going to sign the deed or not? Did y'all not
24 talk about it?

25 A: I don't know. She changes her mind, and I.



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1 don't know. I just wasn't sure, and within me
2 I wasn't sure if she was going to sign it or
3 not.

4 Q: Okay. The mortgage payment that you made in
5 '12 and '13, did Ms. Bishop ever pay you back
6 any of that money?

7 A: Huh-uh.

8 Q: Okay.

9 A: Was she supposed to ---

10 Q: All right. Well who ---

11 A: --- pay me back?

12 Q: --- was property taxes during that time?

13 A: I don't -- I really don't know 'cause I also
14 bought some property from her, so I don't -- I
15 can't remember.

16 Q: Okay. So you don't know whether it was you or
17 whether it was her?

18 A: Huh-uh. I know I paid the last one.

19 Q: Okay. Paid the last one, what do you mean by
20 that?

21 A: 2016.

22 Q: '16? Okay.

23 A: And I can't -- I mean, I don't know if I -- I
24 mean, like I said, I really, I don't remember.
25 I have to look.



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- 1 Q: Okay.
- 2 A: Which I may have on '15 ---
- 3 Q: At any time prior to August of 2015, did you
- 4 ever take possession of the property?
- 5 A: Prior to August of '15?
- 6 Q: Uh-huh.
- 7 A: Well, yes. Prior to August the 15th, she had
- 8 -- she as in the property, and I didn't move my
- 9 stuff in yet though.
- 10 Q: Okay.
- 11 A: No, I did not. Prior to August the 15 was
- 12 August the 13. Course I thought, like I say,
- 13 it was my limited knowledge, I thought that it
- 14 was mine on the 12th.
- 15 Q: But, Ms. Bishop's business was there, right?
- 16 A: Yes.
- 17 Q: Okay.
- 18 A: Yes.
- 19 Q: All right. Do you know Mr. Shirey?
- 20 A: I saw him at the deposition.
- 21 Q: I know ---
- 22 A: But, no.
- 23 Q: --- but before that, did you know Mr. Shirey?
- 24 Had you ever talked to Mr. Shirey?
- 25 A: Huh-uh.

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- 1 Q: So you certainly never told Mr. Shirey about
2 the mortgage payments that you'd been making?
- 3 A: No. I don't have that kind of relationship
4 with ---
- 5 Q: Uh-huh.
- 6 A: --- I mean, I had no reason to.
- 7 Q: I understand. Did you ever record the 2012
8 contract?
- 9 A: No, I did not ---
- 10 Q: Okay.
- 11 A: --- the 2012 contract.
- 12 Q: Now, Mr. Pyatt asked you if the bank had ever
13 contacted you about there being a problem with
14 the mortgage, deficient payments and all that
15 sort of thing. You said that they did not, but
16 even to this day the TD Bank Mortgage is in Ms.
17 Bishop's name, right?
- 18 A: Yes.
- 19 Q: So they wouldn't have contacted you, right?
- 20 A: You're correct.
- 21 Q: Okay.
- 22 A: Well they haven't contacted me. I don't know
23 if they would or not.
- 24 Q: Okay. All right. So, real quick, the 2012
25 contract calls for the \$2,080.77 a month

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1 payment ---

2 A: Uh-huh.

3 Q: --- right? And that was to begin in March of

4 2012, right?

5 A: Uh-huh.

6 Q: Okay. And, would you agree with me that

7 between March of 2012 and August of 2015 is

8 about 41 months?

9 A: I would have to do the calculations, I don't

10 know.

11 Q: Okay. Well let's do it together. There's 12

12 months in a year, right?

13 A: Yes.

14 Q: And there's 3 years in between 2012 and 2015,

15 right? Here.

16 **MR. PYATT:** Use his paper.

17 **MR. PARKER:** Since I'm making you do the math.

18 A: All right. What now?

19 Q: There's 12 months in a year right?

20 A: Right you are.

21 Q: And 3 years between 2012 and 2015 ---

22 A: 36.

23 Q: --- so that makes 36, right?

24 A: Right. Uh-huh.

25 Q: So 3 years from March of 2012 is March of 2015,



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1 and then from March of 2015 to August of 2015
2 is an additional 5 months, is that right?
3 A: You said March of 2012 to March of 20 what?
4 Q: 2015.
5 A: Okay.
6 Q: That's 36 months.
7 A: Uh-huh.
8 Q: And then from March of 2015 to August of 2015
9 is an additional 5 months, right?
10 A: Okay.
11 Q: And 36 plus 5 is 41, right?
12 A: Okay. Okay.
13 Q: All right. That would mean that there would be
14 41 payments between those two dates, March of
15 2012 and August of 2015, right?
16 A: Uh-huh.
17 Q: Okay. Now, I'm going to give you my
18 calculator, and I want you to tell me what 41
19 times 2,080 is ---
20 A: Well ---
21 Q: --- 2,080.77.
22 A: I can tell you, but I think the payments went
23 down also ---
24 Q: Okay.
25 A: --- so I didn't have to pay ---

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- 1 Q: I understand.
- 2 A: --- I didn't have to pay that.
- 3 Q: I understand. We're talking about what's on
- 4 the contract.
- 5 A: Your thing is ringing.
- 6 Q: Oh. What?
- 7 A: Oh, okay. It was ringing, but anyway, okay.
- 8 Q: All right.
- 9 A: Okay.
- 10 Q: The 2012 contract talks about payments of
- 11 \$2,080.77, right? And I'm sorry, I know there
- 12 was a little break up there. But the contract,
- 13 right, that you based your claim on talks about
- 14 \$2,080.77 a month, right?
- 15 A: Yes.
- 16 Q: So, using my calculator, how -- what is 41
- 17 times 2,080.77?
- 18 A: 85,311.57.
- 19 Q: Okay. All right. Now, 85,311.57, right?
- 20 A: (Nods head.)
- 21 Q: Okay.
- 22 A: Oops. Oh, Lord.
- 23 Q: That's all right.
- 24 A: Here. I don't want to take your phone.
- 25 Q: No, no. That was a ---



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1 MR. PYATT: It was just the case.

2 Q: All right. So, do you recall us talking about
3 the 2015 contract and the \$33,000 mentioned in
4 paragraph one at your deposition

5 A: I can't remember what you said about it, but
6 yeah, you did say something about the 33.

7 Q: Well, I asked you what that \$33,000 was.

8 A: Okay.

9 Q: So what is it?

10 A: I think that \$33,000 is my, is the payments.

11 Q: Okay. So, that \$33,000 mentioned in paragraph
12 one of the 2015 contract is your mortgage
13 payment? That's what you said, right?

14 A: It's the payments ---

15 Q: I mean, I can show you ---

16 A: --- I was making, yeah.

17 Q: --- where you said that, too ---

18 A: Okay.

19 Q: --- in the deposition.

20 A: Uh-huh.

21 Q: So, if you are to have made the payments
22 according to the 2012 contract for every month
23 up until August of 2015, you would have paid,
24 we just went through the exercise, \$85,311.57,
25 right?



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1 A: Uh-huh.

2 Q: Not 33,000.

3 A: Uh-huh. But we, she took up the payments ---

4 Q: I understand ---

5 A: --- for that.

6 Q: --- you're saying that ---

7 A: Okay.

8 Q: --- today.

9 A: 'Cause it was true prior to today.

10 Q: Uh-huh. Okay.

11 A: So all of that is ---

12 Q: All right ---

13 A: --- supposed to be ---

14 Q: --- so ---

15 A: --- up to date ---

16 Q: I understand.

17 A: --- with both of us paying.

18 Q: All right. Now, last thing. What do you think

19 this property's worth?

20 A: I don't know what it's worth. I really don't.

21 You all did the -- I'm sure when you did your

22 contract, I'm sure you all did a appraisal on

23 it. So I couldn't tell you what it's worth.

24 I ---

25 Q: Is it worth 125,000?

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- 1 A: I don't know, but in my eyes, I would, it
2 wouldn't be worth 125,000. But I don't know
3 what it's worth. And I can only stick to that.
4 I don't know what it's worth.
- 5 Q: Okay. So in your eyes -- because this is what,
6 I'm asking your opinion, okay?
- 7 A: Uh-huh.
- 8 Q: In your opinion, it's worth less than \$125,000?
- 9 A: In my opinion, it's worth more than \$125,000.
- 10 Q: Okay. Well, I mean, you can give an opinion.
- 11 A: Yes.
- 12 Q: It doesn't have to be based on anything. It
13 can be just whatever you think. What do you
14 think it's worth?
- 15 A: I don't know what it's worth. As far as, I
16 think it's more that \$125,000 though.
- 17 Q: Okay. How much more?
- 18 A: I don't know. I guess I'd have to really give
19 it some thought, exactly how much it's actually
20 worth.
- 21 Q: Well, do you mind giving some thought to it
22 real fast?
- 23 A: Oh, I don't know if I could be accurate if I do
24 it real fast.
- 25 Q: It's not about accuracy. It's an opinion I'm

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1 asking you for.

2 A: Yeah, but I don't know if I can give an -- I
3 really haven't really thought about it a lot.

4 Q: Okay. Well, think about it.

5 MR. PYATT: I think she's asked and answered. She
6 said she don't know.

7 MR. PARKER: Well, she's also said that she thinks
8 it's worth more than \$125.

9 MR. PYATT: But she don't know how much more.

10 A: Yeah.

11 MR. PYATT: If she don't know, she don't know.

12 THE COURT: Yeah, let's move along.

13 MR. PARKER: Okay. That's all I got.

14 MR. PYATT: I just have a couple.

15 MS. ROBINSON: Okay. Go ahead.

16 **MS. ROBINSON - RE-DIRECT EXAMINATION BY MR. PYATT:**

17 Q: Did Ms. Bishop ever declare you in default
18 under that 2012 contract?

19 A: No, she did not.

20 Q: All right. Did the payments from 2012 to 2015
21 remain 2,080 ---

22 A: No, they did not.

23 Q: Okay. Did you ---

24 A: So I adjust the payments.

25 Q: Okay.



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1 A: Gave them what ---

2 Q: Okay. And you discussed that with Ms. Bishop?

3 A: Well I didn't know that it had decreased, but

4 then when I found out that it decreased, yes,

5 I did start paying ---

6 Q: How'd you find out the payments decreased?

7 A: She told me that they had decreased.

8 Q: Okay. Okay. At any point during this time,

9 did she quit sending you the statements saying

10 that I don't want you to pay the whole 'cause

11 ---

12 A: No, she did not.

13 Q: Okay. She kept sending you the payments?

14 A: And she still sends the payments.

15 Q: Okay.

16 A: Well, not every month, but she does send the

17 payments.

18 Q: Okay. Well, not the payment but she sends the

19 statement?

20 A: Yeah, yeah. She doesn't sent the payment.

21 Actually I make the payment.

22 Q: Right. But she ---

23 A: Yeah. I meant ---

24 Q: --- sends the monthly statement?

25 A: The monthly statement, yeah.

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1 Q: Okay.

2 A: Not every month, but she does send the monthly
3 statements.

4 Q: All right. And then, by her sending the
5 monthly statement, that acknowledgment, and did
6 you take that to mean she still wanted you to
7 abide by the contract ---

8 A: Well ---

9 Q: --- by sending the monthly payments -- I keep
10 saying, I mean the monthly statements?

11 A: Yes.

12 Q: Okay.

13 A: By sending me the monthly statements, I'm under
14 the impression she still wants me to pay for,
15 to make the payment.

16 Q: Okay.

17 MR. PYATT: Okay. No further questions.

18 **MS. ROBINSON - CLARIFICATION BY THE COURT:**

19 THE COURT: Ms. Robinson ---

20 A: Yes?

21 THE COURT: --- and I was reading some of your
22 deposition during lunch time ---

23 A: Uh-huh.

24 THE COURT: --- said you're a school teacher. Is
25 that right?



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1 A: Yes.

2 **THE COURT:** What do you teach?

3 A: Anatomy and physiology.

4 **THE COURT:** So that'd be high school level?

5 A: No, college. I teach nursing students how to
6 take care of others.

7 **THE COURT:** Okay. All right. And what institution
8 do you teach that through?

9 A: Trident Technical College, Charleston, South
10 Carolina.

11 **THE COURT:** And now, are you also the owner of the
12 trucking company?

13 A: Yes.

14 **THE COURT:** Are you a qualified minority owned
15 business?

16 A: No, I'm not.

17 **THE COURT:** Okay. Well that's a desirable thing to
18 do ---

19 A: Yeah, well I mean ---

20 **THE COURT:** --- and accomplish. Okay. Now, did you
21 also prepare the deed?

22 **MR. PYATT:** Ms. Robinson.

23 A: Okay. Yes. I'm just copying down what you're
24 saying ---

25 **THE COURT:** That's fine.



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1 A: --- I'm just writing down ---

2 **THE COURT:** That's fine.

3 A: --- what you're saying.

4 **THE COURT:** That's fine.

5 A: Okay. Now ---

6 **THE COURT:** Did you prepare the deed?

7 A: Yeah, I prepared, yeah -- well the deed.

8 **THE COURT:** And I'm not asking you to look for it.
9 I'm just asking if you prepared it. Hold on
10 just a moment.

11 (Off the Record)

12 **THE COURT:** Now, did you work for a lawyer, or did
13 you ---

14 A: No, I did not work for a lawyer.

15 **THE COURT:** Then how did you develop the skills to
16 draw contracts?

17 A: You just go on a computer, and they're a lot of
18 -- they're a lot of ---

19 **MR. PYATT:** Forms.

20 A: --- forms that you can go on, and then you make
21 adjustments, and you can even, you know ---

22 **THE COURT:** How well do you ---

23 A: --- pay, but I don't, do that.

24 **THE COURT:** Okay. Well let's -- now it looks like
25 this August 12th, which was that special day



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1 that the window was supposed to close on Bobby
2 Shirey's contract ---

3 A: Okay.

4 **THE COURT:** --- was a Wednesday. Now, did you just
5 come to Newberry on the following Thursday, or
6 were you up here several days?

7 A: No, no, no. I came that morning, Thursday
8 morning, the 13th morning, so whatever day that
9 was.

10 **THE COURT:** All right. Now, I think you were asked
11 this question, but for the life of me I don't
12 remember the answer. When did you discover
13 that there was this Bobby Shirey contract out
14 there?

15 A: Around the 13th. I don't -- I can't tell you
16 if it was, maybe it was the night before, you
17 know, like the 12th or the 13th. I mean, it
18 was somewhere around the 13th I know because I
19 remember distinctly getting up on the Thursday
20 morning -- well not, I don't know if it's a
21 Thursday, but on the 13th going to my computer
22 room to ---

23 **THE COURT:** Uh-huh.

24 A: --- type. It said the 12th, so I don't know.
25 But I remember distinctly getting up on the



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1 13th. I don't know if I started it then and
2 then just -- I can't remember, that's my thing.

3 **THE COURT:** Okay. That's fine. Now, where is
4 Wadmalaw Island? I know it's in Charleston
5 County, but is that near the coast or is that
6 an inland island?

7 A: It's near the coast. It's right off of St.
8 John's Island. Do you, have you heard of
9 John's Island, South Carolina?

10 **THE COURT:** Yeah.

11 A: Across the bridge, you're in Wadmalaw.

12 **THE COURT:** Okay.

13 A: Yeah. So that's, it's near there.

14 **THE COURT:** All right. I don't have any further
15 questions.

16 A: You should visit. The only tea plant in the
17 United States. And we have our very own ---

18 **THE COURT:** And that's Charleston tea, is that what
19 you call it?

20 **(Off the record discussion.)**

21 **MR. PARKER:** Let me ask this question.

22 **MR. PYATT:** Are we on the record?

23 **MR. PARKER:** We are now, yes.

24 **THE COURT:** Okay, go back on.

25 **MR. PARKER:** I've got Bill Par, who can be here in



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1 just a few minutes. Can we take a break long
2 enough for him to get here, and then we'll put
3 him on the record? And what I've got to ask
4 him ain't gonna take three minutes.

5 **THE COURT:** Well, what's the purpose of -- is it to
6 refute something that was said in the defense?

7 **MR. PARKER:** Yes. Ms. Robinson said she don't know
8 when she created this thing. I need Bill Par,
9 an expert in computers to say what this created
10 date means.

11 **THE COURT:** Well ---

12 **MR. PARKER:** Which just means, he's going to say
13 that it means that she created it on August the
14 12th, which is important from our side of the
15 ---

16 **MS. ROBINSON:** The 12th is not what I'm denying. I
17 said the time, I didn't know if the time was
18 actually right. 'Cause, like I say, she could
19 have -- it was around the 13thish. So she
20 could have just very well, you know, said it,
21 and, you know, and then I just say, oh okay,
22 wait a minute, thought about it and, you know,
23 maybe I need to go in and do something. So,
24 like I said, I probably created started it, but
25 I know on the 13th I got up and went in there.



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1 **MR. PYATT:** Okay. So, I guess what she's saying is
2 that she could have started it on the night
3 before the 13th ---

4 **MS. ROBINSON:** Yeah, the day of the 13th.

5 **MR. PYATT:** --- and then finished it up on the 13th.

6 **THE COURT:** Well what this thing says, Wednesday,
7 August 12, 2015 at 12:36 p.m., which means 36
8 minutes after noon.

9 **MR. PARKER:** Right. And look, I don't want us to be
10 here any longer than we have to be, but we're
11 making the record now, and that's the only time
12 we're going to make it, so ...

13 **MR. PYATT:** Well, you designating him as an expert
14 late. I guess, the only thing I would want to
15 do is if, based on what he says, is keep the
16 record open so I can get a expert too. I do
17 ...

18 **MR. PARKER:** I mean, look, it ain't rocket science
19 what he's saying. He's saying that the
20 document was created at that time on that day.

21 **MR. PYATT:** Well what document? I would want him to
22 print out, go back and print out what document
23 he's saying was created on that day.

24 **MR. PARKER:** All right.

25 **THE COURT:** Well it would either be the land ---



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1 **MR. PARKER:** It would be the only document that
2 exists on her computer. He will testify that
3 there is only one document called Land Sales
4 Contract Power Station Road DOCX. And there's
5 only one, and this is it, and it was created
6 August 12th. That's all he's going to say.

7 **MR. PYATT:** Well now ---

8 **MR. PARKER:** He's going to say that he searched the
9 entire computer to find a contract other than
10 that one, and there was only one, and that was
11 it, and it was created on August 12th. That's
12 all he's going to say.

13 **THE COURT:** Well, Ms. Robinson, you're still under
14 oath.

15 A: Yes.

16 **THE COURT:** Did you create this contract that was
17 signed on the 13th ---

18 A: Uh-huh.

19 **THE COURT:** And the deed that was signed on the 13th
20 ---

21 A: Uh-huh.

22 **THE COURT:** --- at the same time?

23 A: I can't tell you if I did it at the same time.
24 What you mean at the same time? Like ---

25 **THE COURT:** Well, like you ---



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1 A: --- have one document open, then open another
2 document?

3 **THE COURT:** No. It looks like there's just one
4 document ---

5 A: Yeah.

6 **THE COURT:** --- and the question is, could you have
7 created the deed and the contract, and just
8 indexed it under one document?

9 A: Yes. That is true.

10 **THE COURT:** Okay. Well, you know saying yes it
11 could have happened -- do you remember doing
12 this? I'm not saying you have two computers
13 and you're typing with both hands.

14 A: Yeah, of course.

15 **THE COURT:** I'm saying that during that same time
16 would you have created both documents? If you
17 ---

18 A: Yes, yeah, yeah, yeah.

19 **THE COURT:** Okay.

20 A: Yes, sir. I'm not saying I wouldn't ---

21 **THE COURT:** If you need him, we can do that.

22 **MR. PYATT:** Well, I'm just trying to make sure that
23 I understand what he's ---

24 **MR. PARKER:** I'm trying ---

25 **MR. PYATT:** I think she's admitted though, that she



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1 started on the documents the day before ---
2 **MS. ROBINSON:** Yeah, I very well could ---
3 **MR. PYATT:** On the 12th.
4 **MS. ROBINSON:** Yeah, yeah.
5 **MR. PARKER:** On the 12th? All right. Then we're
6 good.
7 **MR. PYATT:** I already told, yeah
8 **MR. PARKER:** Yeah.
9 **MS. ROBINSON:** So ---
10 **MR. PYATT:** Yeah, there's no problem.
11 **MS. ROBINSON:** --- and I ---
12 **MR. PARKER:** Okay.
13 **MR. PYATT:** All right.
14 **MS. ROBINSON:** --- the majority of the ---
15 **MR. PYATT:** We just weren't clear on the time.
16 **MS. ROBINSON:** Yeah.
17 **MR. PYATT:** Did she start on the document ---
18 **MS. ROBINSON:** Yeah, that's what I was saying ---
19 **MR. PYATT:** --- On the 12th.
20 **MS. ROBINSON:** --- the time is what ---
21 **MR. PARKER:** On the 12th?
22 **THE COURT:** Well here's what I'm going to do.
23 **MR. PARKER:** All right.
24 **MR. PYATT:** She started on it. She might not have
25 finished it.



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1 COURT REPORTER: I -- I can't follow ---

2 MR. PYATT: I'm sorry, okay.

3 THE COURT: That's all right. Y'all ready to go off
4 the record?

5 MR. PARKER: We're on the same page.

6 MR. PYATT: Okay. Yeah, okay.

7 THE COURT: All right. That concludes the taking of
8 testimony and evidence. What I'm going to do
9 is I'm going to review. I'm going to look at
10 these depositions and read them all, and I'll
11 render an opinion. And I hope to do it within
12 a relatively short period of time. I do
13 appreciate your presence. And the good news is
14 that we're going to finalize this thing one way
15 or the other. But, good luck to you.

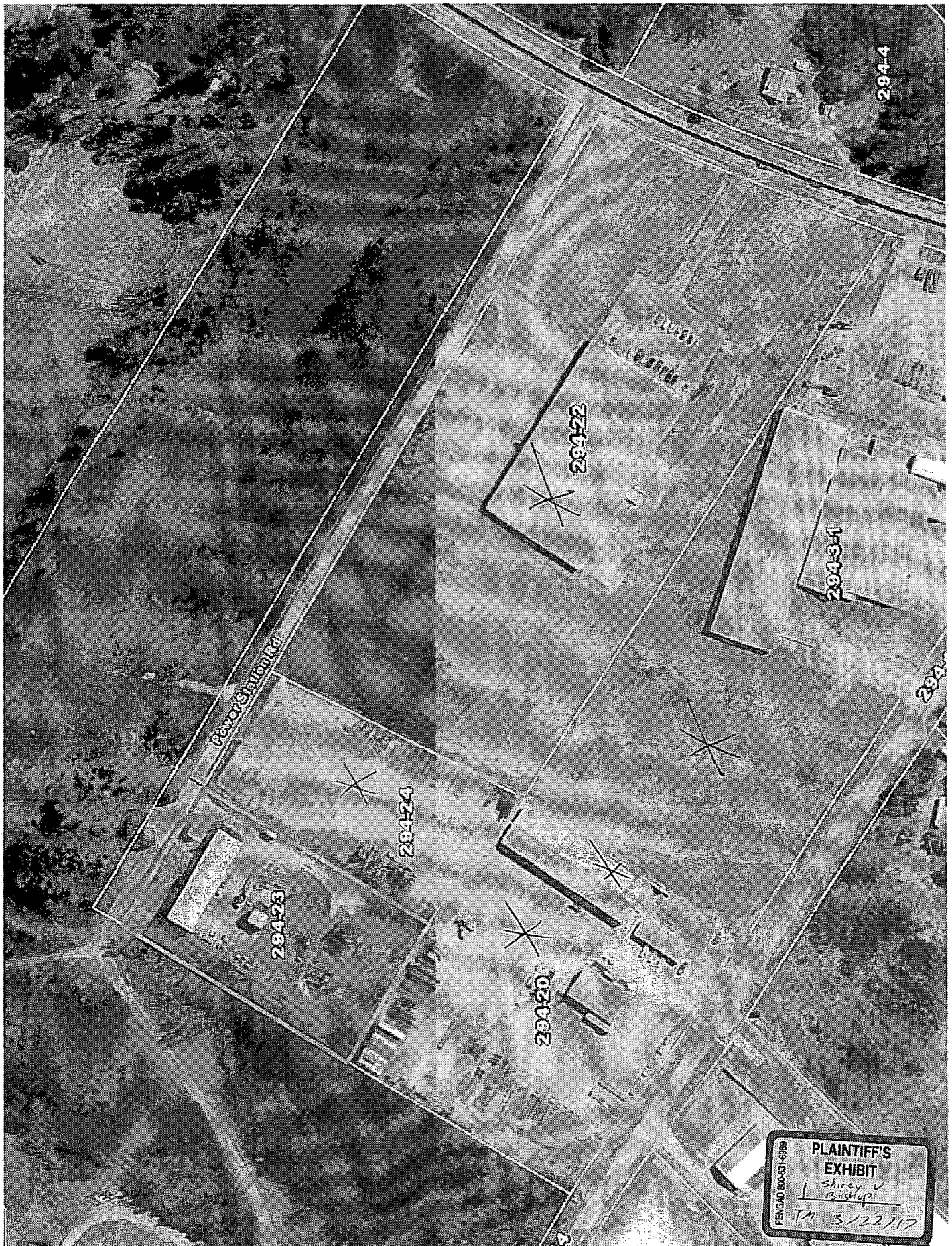
16 (There being nothing further, the hearing concluded
17 at 3:09 p.m.)
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SOUTH CAROLINA)
NEWBERRY COUNTY)

LAND PURCHASE CONTRACT

THIS LAND PURCHASE CONTRACT ("Contract") is made by and between **Robert G. Shirey, or his assigns** ("Buyer"), and **Gwen G. Bishop** ("Seller"). The parties state and acknowledge as follows:

A. Seller owns certain land located in Newberry County, South Carolina, and described in **Exhibit A** attached hereto and incorporated herein (the "Land"). The Land, together with all rights, permits, privileges, licenses and easements appurtenant thereto and all vegetation and improvements located thereon, are hereinafter collectively referred to as the "Property."

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

THEREFORE, for and in consideration of the reciprocal covenants stated herein, the parties agree as follows:

1. **Conveyance.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions stated herein.

2. **Effective Date.** The "Effective Date" means the date on which all parties have signed the Contract.

3. **Purchase Price.** The purchase price of the Property (the "Purchase Price") shall be One Hundred Twenty-five Thousand and No/100 Dollars (\$125,000.00). The Purchase Price shall be payable at closing on the sale and purchase of the Property ("Closing") by delivery of cash or other immediately available funds, subject to adjustments, prorations and credits as herein provided.

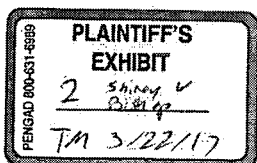
4. **Earnest Money.**

a. Upon the signing of these presents, Buyer shall deposit the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Earnest Money") with Pope & Hudgens, P.A. (the Escrow Agent), to be distributed pursuant to the terms hereof.

b. If this Contract is not sooner terminated, the Earnest Money shall be applied as a credit to Buyer against the Purchase Price at Closing or as otherwise provided herein.

5. **Contingencies.** Buyer's obligation to close on the purchase of the Property under this Contract is contingent upon each and all of the following: (1) all of Seller's warranties, representations and covenants contained in this Contract shall be and remain true, correct, complete and fully performed as of the Effective Date and through Closing; (2) Seller shall be ready, willing and able to deliver good and marketable title (as defined in Section 8 below) to the

[Handwritten signature]



Property to Buyer, and Buyer's title insurer (the "Title Company") shall be unconditionally prepared to issue a standard ALTA owner's form title policy insuring good and marketable fee simple title to the Property with a liability limit in the amount of the Purchase Price at standard premium rates. Should any of the Contingencies not be satisfied or waived in writing by Buyer prior to Closing, then Buyer, at his option, may terminate this Contract by giving written notice to Seller, in which event, all of the Earnest Money shall be immediately refunded to Buyer.

6. Closing and Possession. Closing shall be held no earlier than August 3, 2015 and no later than August 12, 2015. Seller shall deliver possession of the Property at Closing with all benefits and burdens of ownership incidental thereto. As a condition of closing, Seller shall be responsible for removing all personal property or things not permanently affixed to the real estate or defined as the Property above from the Land unless otherwise agreed between the parties in writing.

7. Closing Costs and Prorations. Seller shall pay the state transfer tax, the cost of preparation of the deed, the cost of satisfaction of any liens on the Property, Seller's attorneys' fees and all other expenses incurred by Seller related to Closing. Buyer shall pay Buyer's attorneys' fees, the cost of any title search and the cost for preparation and issuance of an owner's title insurance policy. Ad valorem taxes on the Property for the tax year of Closing shall be prorated between Seller and Buyer as of Closing based on the latest assessment available. All such prorations are final.

8. Conveyance of Title. At Closing, Seller shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable General Warranty Deed. "Good and marketable title" shall mean fee simple title that is free and clear of all liens, encumbrances and other exceptions to title and rights of others except (a) ad valorem taxes for the year of Closing (to be prorated) and subsequent years; and, (b) utility easements and rights-of-ways of record that do not materially affect the value of the Property ("Permitted Exceptions"). At Closing, Seller shall execute an Owner's Affidavit and other affidavits, certificates and documents reasonably required by Buyer or the Title Company to deliver title as required by this Contract.

9. Inspection Period. From the Effective Date through Closing, Buyer may enter upon the Property to inspect and examine the Property and to perform whatever tests and studies of the Property that Buyer deems necessary or appropriate. Seller shall cooperate with Buyer in its entry upon and inspections, tests, examinations and studies of the Property. Buyer shall indemnify Seller for any and all claims of bodily injury or damage to property (including the Property itself) arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens which may be filed against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. The results of all inspections, tests, examinations and studies of the Property performed during the Inspection Period must be suitable to Buyer, in his sole discretion. Prior to the expiration of the Inspection Period, Buyer may notify Seller in writing that such results are not suitable to Buyer, and upon the delivery of such notice by Buyer, this Contract shall automatically terminate. Upon such termination, Buyer shall be entitled to an immediate refund of all Earnest Money then held by the Escrow Agent, and thereafter neither party shall have any further obligation to the other hereunder.

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10. Condemnation and Casualty. If prior to Closing, all or any portion of the Property is condemned or taken, or threatened to be condemned or taken, by any authority, or any portion of the Property suffers a casualty loss, Seller shall give Buyer immediate Notice thereof with a complete description of all relevant information and complete copies of all relevant documentation. Within thirty (30) days of such Notice, Buyer may elect either: (i) to terminate this Contract, in which event all of the Earnest Money shall be immediately refunded to Buyer; or (ii) to collect all awards and proceeds from any condemnation or insurance policy and keep this Contract in full force and effect, in which case Seller shall promptly execute all documents required by Buyer to assign Seller's rights therein to Buyer.

11. Seller's Warranties. Seller represents, warrants and covenants to Buyer that, as of the Effective Date, continuing through Closing:

a. Seller has good and marketable fee simple title to the Property, free and clear of all liens, encumbrances and other matters other than the Permitted Exceptions, and Seller is in sole and exclusive possession of the Property and no person or entity claims any right of possession to all or any portion thereof;

b. Seller has full authority to execute this Contract and convey the Property to Buyer and execute and deliver the deed and such other documents, instruments, affidavits and certificates as are necessary or desirable to effectuate this transaction, and no other signatures are required for this Contract to be fully enforceable by Buyer;

c. To the best of Seller's knowledge, there is no pending or threatened taking or condemnation of the Property or any portion thereof, or any action, litigation or proceeding by any organization, person or governmental agency affecting the Property or Seller;

d. Seller has no notice or knowledge of any violation of law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use or construction thereof;

e. The execution and delivery of this Contract and the consummation of this transaction will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which Seller is a party or by which Seller or the Property is bound, or (ii) law, order, ruling, ordinance, rule or regulation with respect to Seller or the Property or the use or construction thereof;

f. To the best of Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws or any other litigation contemplated by or pending or threatened against Seller or the Property;

12. Broker Fees. Seller represents to Buyer that Seller has not employed any real estate broker, agent or finder, in connection with this Contract or this transaction. Seller hereby indemnifies and holds Buyer harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) that Buyer may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any

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compensation with regard to this transaction arising out of any acts or contracts of Seller. The provisions of this Section shall survive Closing or any termination of this Contract.

14. Default. If Buyer defaults in the performance of any obligation hereunder, Seller's sole and exclusive remedy shall be to terminate this Contract, whereupon Seller shall receive payment of the Earnest Money then held by the Escrow Agent as Seller's full liquidated damages (and not as a penalty) as a result of such default. If Seller defaults in the performance of any covenant or obligation hereunder, or if any of Seller's representations or warranties prove to be false, inaccurate, incomplete or misleading in any material respect, then Buyer may seek any remedy available to it at law or in equity, including the remedy of specific performance, and including the right to terminate this Contract, receive an immediate refund of all Earnest Money and sue for damages for Seller's breach.

15. Environmental Matters/Hazardous Substances. To the best of Seller's knowledge, no part of the Property has been used as a landfill or a dump for garbage, refuse, debris or organic materials or for the storage or disposal of any hazardous or toxic materials in violation of any state or federal environmental laws. Seller has no knowledge of any adverse fact relating to the physical condition of the Property, including without limitation landfills, sink holes, fault lines, other geological conditions, or adverse soil conditions.

16. General Provisions.

- a. This Contract shall be interpreted in accordance with the laws of South Carolina.
- b. Time is of the essence in the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.
- c. This Contract constitutes the sole and entire agreement between the parties with regard to its subject matter. All prior discussions, negotiations and agreements regarding the subject matter of this Contract are merged herein and shall have no further force or effect. No representations or warranties have been made by either party except as stated herein.
- d. The term "business day" shall mean Monday through Friday, excluding days on which federally-chartered or banks chartered by the state in which the Property is located are closed for business. If the day for any action under this Contract falls on a day other than a business day, the day for the action shall automatically be extended until the next business day.
- e. If any provision of this Contract shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Contract shall remain in full force and effect.
- f. It is explicitly agreed that any waiver of any provision hereof must be specifically stated in a writing delivered to the other party. Any such waiver by Buyer or Seller shall not be deemed to be a waiver of any other breach or of a subsequent breach of the same or any other term.

[Handwritten signature]

g. This Contract shall be binding upon and shall inure to the benefit of Seller and Buyer, their respective heirs, successors, legal representatives and permitted assigns. Buyer may assign his rights and obligations hereunder.

h. This Contract may be executed in multiple, separate counterparts, and such counterparts shall constitute one and the same document. This Contract may not be modified or amended except by a writing signed by both Buyer and Seller. The parties' signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. In addition, either party and/or the Escrow Agent may rely upon the signature of any party delivered by any electronic transmission.

i. It is understood and agreed that this Agreement was prepared by Pope & Hudgens, P.A. in the course of its representation of Buyer.

j. In the event of any litigation between Buyer and Seller regarding this Contract, the losing party shall promptly pay the prevailing party's attorneys' fees and expenses and costs of litigation.

k. The property is being sold in an "as-is" condition.

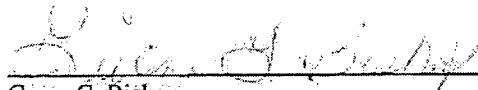
SIGNATURES ON NEXT PAGE

A handwritten signature in dark ink, appearing to be "R. G. Pope", is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have caused this Contact to be executed on the dates shown below.

Seller:

Buyer:


Gwen G. Bishop
Date: 3-25-15

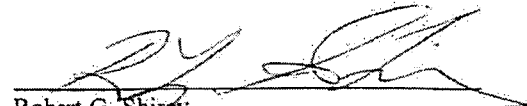

Robert G. Shirey
Date: 5-20-15



Exhibit A

All that certain piece, parcel or lot of land, together with any improvements thereon, lying and being situate in the County of Newberry, State of South Carolina, and being bound on the Northwest by lands now or formerly of Duke Power Company; on the Northeast by right of way of Power Station Road; on the Southeast and southwest by lands of Buyer, Robert G. Shirey.

TMS No. 294-23

Handwritten signature/initials

OFFICIAL CHECK M16779 40346692

ISSUING BRANCH 8045801-NEWBERRY - MAIN 5007525028

DATE AUGUST 12, 2015

PAY TO THE ORDER OF ROPE & HUGGINS, PA.

MEMO/PURCHASER BB&T

\$ ** \$122,976.92 **

DOLLARS

AUTHORIZED SIGNATURE

MEMO/PURCHASER BB&T

THIS NO. 294-23

⑈ 5007525028 ⑈ ⑆051402369⑆0001019010097⑈

OFFICIAL CHECK M16779 40346692

ISSUING BRANCH 8045801-NEWBERRY - MAIN 5007524851

DATE MAY 19, 2015

PAY TO THE ORDER OF ROPE & HUGGINS P.A.

MEMO/PURCHASER BB&T

\$ ** \$1,000.00 **

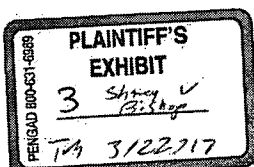
DOLLARS

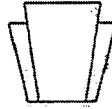
AUTHORIZED SIGNATURE

MEMO/PURCHASER BB&T

EARNEST MONEY/ROBERT SHIREY

⑈ 5007524851 ⑈ ⑆051402369⑆0001019010097⑈





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Compassionate Quality Care to the Glory of God

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Prosperity, SC 29127

Address all correspondence to:
P.O. Box 630
Prosperity, SC 29127

Office: (803) 364-4852
Fax: (803) 364-2014
office@lovelacefamilymedicine.com

MEDICALLY EXCUSED ABSENCE

08/13/15

Chart #

This is to confirm that Gwen Bishop is under my care 08/13/15. Please excuse her due to illness.

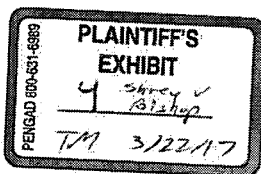
The patient's absence was medically advised.

Lindsay W Piersol, FNP

Records Released: ICD9 = 000.XX
Date of Records Release: 08/13/15
Name of Agency Receiving PHI: Gwen
Address Sent To: n/a
Description of PHI Sent: Medical Excuse Absence

Generated by dhr

L. Piersol, FNP



THOMAS H. POPE III
W. CHAD JENKINS
KYLE B. PARKER

**POPE
& HUDGENS**
ATTORNEYS, P.A.

1508 COLLEGE STREET-P.O. BOX 190
NEWBERRY, SOUTH CAROLINA 29108
PHONE (803) 276-2532 FAX (803) 276-8684
WWW.POPEANDHUDGENS.COM

JOSEPH W. HUDGENS
Of Counsel
THOMAS H. POPE
(1913-1999)

August 14, 2015

VIA FACSIMILE & US MAIL

Gwen G. Bishop
870 Quaker Road
Newberry, SC 29108

RE: Contract/Closing with Shirey; TMS No. 294-23

Dear Ms. Bishop:

I am in receipt of a note from Dr. Lovelace's practice indicating that your absence from the closing scheduled for yesterday was because of medical reasons. I have attempted to call you on both your home and cell phones, yet I have not heard back from you. I hope you are simply under the weather and will recover over the weekend because Mr. Shirey is anxious to close the transaction, get it off of his books, and take possession of the property.

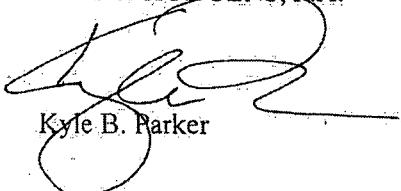
Mr. Shirey came to the closing as scheduled and delivered the purchase money due under the contract to me. In other words, he has done everything he is obligated to do under the contract. Now, all that is required is for you to perform your obligations, i.e. sign the deed.

You should know, however, I have been instructed to take legal action to enforce the contract should you fail to appear at my office and sign all of the documents required of you by close of business Monday, August 17, 2015. Please be advised that paragraph 16(j) of the contract provides that, in the event of litigation, you will be responsible for paying Mr. Shirey's attorney's fees and other costs. I, therefore, hope that will not be necessary.

I realize you are concerned about the TD Bank payoff; however, you would not want to try to solve one problem by creating another. Therefore, please contact me immediately.

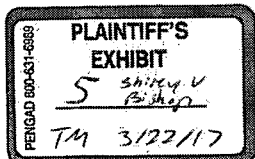
Sincerely,

POPE & HUDGENS, P.A.


Kyle B. Parker

KBP/tem

cc: Robert G. Shirey (via email)



PREPARED BY:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cassandra Robinson
113 Larkspur Road
Goose Creek, SC 29445

MAIL TAX STATEMENTS TO:

Cassandra Robinson
113 Larkspur Road
Goose Creek, SC 29445

201500028567
Filed for Record in
NEWBERRY COUNTY, SC.
JACKIE S. BOWERS, CLERK OF COURT
08-13-2015 At 03:17 pm.
DEED 10.00
STATE .00
COUNTY .00
OR Book 1841 Page 287 - 289

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS GENERAL WARRANTY DEED, made and entered into on the 13 day of August, 2015, between Gwen G. Bishop, a single person, whose address is 870 Quaker Road, Newberry, South Carolina 29108 ("Grantor"), and Cassandra Robinson, a married person, whose address is 113 Larkspur Road, Goose Creek, South Carolina 29445 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Grants, Bargains, Sells, and Conveys with general warranty covenants to Grantee, the property located in Newberry County, South Carolina, described as:

All that certain piece, parcel or lot of land, together with any improvements thereon, lying and being situated in the County of Newberry, State of South Carolina, and being bound on the Northwest by lands now or formerly of Duke Power company; on the Northeast by right of way of Power Station Road; on the Southeast and southwest by lands of Robert G. Shirley (TMS No. 294-23)

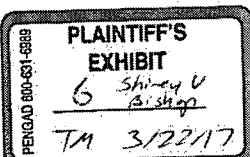
SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

The conveyance of the above property is subject to the following liens or encumbrances:

Name of Lender: TD Bank
Address of Lender: 2633 Winnsboro Road Newberry, SC 29108
Balance Owed: 122,939.37
Grantee agrees to pay debt? Yes

General Warranty Deed

Page 1 of 3



Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the above granted premises and has good right to sell and convey the same, and that the Grantor, Grantor's heirs, executors and administrators shall warrant and defend the title unto the Grantee, Grantee's heirs and assigns against all lawful claims whatsoever.

Tax/Parcel ID Number: 294-23

IN WITNESS WHEREOF the Grantor has executed this deed on the 13 day of

August, 2015.

8/13/2015

Date

Gwen G. Bishop
Gwen G. Bishop, Grantor

State of South Carolina
County of Newberry

On this the 13 day of August, 2015 before me personally appeared Gwen G. Bishop who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument, and they acknowledged that they executed the foregoing instrument.

Myrtle Wilson Notary Public

Newberry County, SC

My Commission expires: May 7, 2024

James Robinson
James Robinson
1490 Hezekiah Rd
Wadmalaw Isl. S.C. 29487

Myrtle Wilson
Myrtle Wilson
64 Boundary St
Newberry SC 29108

IN WITNESS WHEREOF the Grantee has executed this deed on the 13 day ofAugust, 20158/13/2015
DateCassandra Robinson
Cassandra Robinson, GranteeState of South Carolina
County of BerkleyOn this the 13 day of August, 2015 before me personally appeared Cassandra Robinson who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument, and they acknowledged that they executed the foregoing instrument.Myrtle Wilson Notary PublicNewberry County, SCMy Commission expires: May 7, 2024

Witnessed by:

James Robinson
Printed name: James Robinson
Address: 1490 Herkiah Rd.
Wadmalaw, S.C. 29487Myrtle Wilson
Printed name: Myrtle Wilson
Address: 64 Boundary
Newberry SC 29108

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS
THE EIGHTH JUDICIAL CIRCUIT
Civil Action No.: 2015-CP-36-00443

ROBERT G. SHIREY,)
)
Plaintiff,)

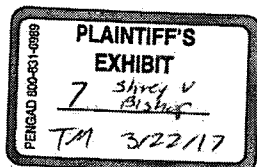
vs.)

AFFIDAVIT IN SUPPORT OF ATTORNEYS FEES

GWEN G. BISHOP, CASSANDRA)
ROBINSON, and TD BANK, N.A.,)
)
Defendants.)

PERSONALLY appeared before me, Kyle B. Parker, who first being duly sworn, does swear, state and aver as follows:

1. That I am the attorney for the Plaintiff in the above captioned matter.
2. I have been continuously licensed to practice law in the State of South Carolina since November 12, 2003. After a one-year clerkship with the Honorable Judges J. Carlisle Overstreet and Carl C. Brown, Superior Court Judges for the Tenth Judicial Circuit of the State of Georgia, and a one and one-half year practice the Office of the Solicitor of the First Judicial Circuit of the State of South Carolina, I am, and have been, practicing law with the firm of Pope and Hudgens, P.A. in Newberry, South Carolina since November 1, 2005. Approximately 20% of my practice is devoted to Civil Litigation in the Court of Common Pleas, while approximately 30% of my practice is devoted to real estate matters.
3. I have expended 85.4 hours in regards to this matter, and my hourly rate is \$225.00 an hour. My hourly rate is reasonable based upon my experience and the amounts charged by other local attorneys for similar matters.
4. Plaintiff sought my services in an effort to seek specific performance of a land purchase agreement after Defendant Gwen G. Bishop defaulted of her obligations under the agreement that is the subject of this action. The said agreement contains provisions calling for the assessment of attorney's and costs in the event of litigation relating to the breach thereof. The vast majority of my time in this matter has been spent on matters including meetings with my client, the drafting of pleadings, the service thereof, preparation for and attendance at hearings and other tasks related to seeking to prosecution of the Plaintiff's rights arising under the agreement.



5. In addition to the time I have spent in this matter, I have also incurred costs in the amount of \$871.07. Upon information and belief, my client is entitled to the assessment of the within described attorneys' fees and costs against Defendant Gwen G. Bishop pursuant to the subject land purchase agreement.
6. I respectfully request the Court order that Plaintiff's attorney's fees and costs in the amount of \$20,086.07 constitute an additional debt owed to Plaintiff arising from the said land purchase contract.



Kyle B. Parker

SWORN to before me this
22nd day of March, 2017.



Notary Public for South Carolina
My commission expires: 10/23/20

Patient Chart

Bishop, Gwen

Patient: [REDACTED]

DOB: [REDACTED]

Age: 57 years Gender: F

Progress Notes

.D: 08/13/15 : 08:30am
.T: Follow Up

.PV: LWP: WMD
Nurse: ASG

Location: Prosperity

.CE: BMI Plan: Y

Current Medications:

Rx: FLONASE 50MCG/ACT 2 sprays Suspension daily - days, 16, Ref: 11
Rx: SINGULAIR 10MG 1 Tablet once each day - days, 30, Ref: 11
Rx: MECLIZINE HCL 25MG 1 Tablet 4 times a day - days, 40, Ref: 0
Rx: FIORICET 50-325-40 1 Tablet EVERY 6 HOURS - days, 40TAB, Ref: 1
Rx: BUSPIRONE HCL 15MG 1 Tablet twice daily - days, 60, Ref: 11
Rx: ERGOCALCIFEROL 50000UNIT 1 Capsule twice weekly - days, 8, Ref: 11
Instructions: vit D suppliment
Rx: NYSTATIN-TRIAMCINOLONE 100000-0.1UNIT/GM-% Apply Ointment daily PRN - days, 30, Ref: 2
Instructions: apply to rash
Rx: SEROQUEL XR 50MG 1 Tablet ER 24HR at bedtime - days, 30, Ref: 11
Instructions: for anxiety, emotions, etc
Rx: SKELAXIN 800mg 1 Tablet three times each day PRN - days, 30, Ref: 1
Instructions: muscle relaxer
Rx: TRAZODONE HCL 50MG 1 Tablet at bedtime - days, 30, Ref: 11
Instructions: for sleep/insomnia
Rx: PAXIL CR 25MG 1 Tablet ER 24HR daily every morning - days, 30, Ref: 11

Allergies:

SULFA, CEFTIN

Allergy history last updated on 08/13/15

Chief Complaint: Follow up.

SUBJECTIVE and REVIEW OF SYSTEMS:

56 year old female presented on 08/13/15 for follow up on depression and anxiety after starting behavior therapy techniques and to ensure she has been set up an appt with counseling and starting Paxil

Reported no improvement on depression and anxiety after starting behavior therapy techniques. She reported she is unsure of what behavior techniques were discussed.

Reported she has not been attending counseling at Crossroads Counseling. Her appt is on 08/26/15.

Reported no improvement after starting Paxil, taken in conjunction with Seroquel.

Reported she is "going through a lot of depression and stress right now and it just doesn't seem like anything is working." Reported she "feels weight of world is on my shoulders. I'm sad all the time. I cry a lot. I can't make good decisions. I make bad decisions." She denied any suicidal ideations. She stated "I have a grandson that I want to stay and see about."

Reported Paxil is over \$100 and Seroquel is over \$200.

Reported she is supposed to go to a closing on 08/13/15. She is requesting an excuse letter from LWP stating that she does not feel well and cannot attend. She stated "I just don't feel like going."

Printed On: 10/09/2015

Page: 9 of 99



Land Sale Contract

The first party Cassandra Robinson (henceforth known as "Buyer") agrees to purchase from the second party Gwen G. Bishop (henceforth known as "Seller") the land (henceforth known as "Land") located at the following address: **242 Power Station Road**, in the city of Newberry, county of Newberry, and State of South Carolina. Further legal description of the Land is as follows: The property located on 242 Power Station Road has a storage building and a building with office space and enough garage space for two trucks.

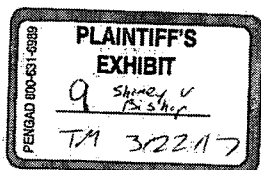
This contract is executed on **August 13, 2015**.

The following terms and conditions apply to this Contract:

1. **Price:** Buyer agrees to purchase the property for the amount of \$33,000.00 and agree to assume the remaining balance on the current mortgage on the property.
2. **Title:** Seller agrees to sign a warranty deed upon execution of this document.
3. **Taxes:** All taxes on the Land shall be the responsibility of Buyer as of the date of this contract.
4. **Additional Terms:**
5. This contract amends the previous contract shown at exhibit B and represents the entire agreement between the parties. Furthermore, the parties agree to arbitration if litigation is warranted. The Seller also, agrees to indemnify the Buyer of any and all issues and of illegality or fraud concerning this transaction.

Exhibit A

All that certain piece, parcel or lot of land, together with any improvements thereon, lying and being situate in the County of Newberry, State of South Carolina, and being bound on the Northwest by lands now or formerly of Duke Power company; on the Northeast by right of way of Power Station Road; on the Southeast and southwest by lands of Robert G. Shirey. (TMS No. 294-23)



This Contract is executed on the 13th of August, 2015.

We, the undersigned, agree to this contract and all its terms.

Gwen G. Bishop
Gwen G. Bishop Seller (Print Name)

Gwen G. Bishop
Gwen G. Bishop Seller Signature

Cassandra Robinson
Cassandra Robinson Buyer (Print Name)

Cassandra Robinson
Cassandra Robinson Buyer Signature

Myrtle Wilson
Witness (Print Name)

Myrtle Wilson
Witness Signature

James Robinson
Witness (Print Name)

James Robinson
Witness Signature

8-13-15
Date

8-13-15
Date

8/13/2015
Date

8/13/2015
Date

8-13-2015
Date

8-13-2015
Date

8-13-2015
Date

8-13-2015
Date



Myrtle Wilson
My Commission
Expires May 7, 2024

LAND SALE CONTRACT

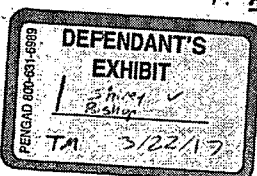
The first party (henceforth known as "Buyer") agrees to purchase from the second party (henceforth known as "Seller") the land (henceforth known as "Land") located at the following address: **242 Power Station Road**, in the city of **Newberry**, county of **Newberry**, and State of **South Carolina**. Further legal description of the Land is as follows:

The property located on 242 Power Station Road has a storage building and a building with office space and enough garage space for two trucks.

This Contract is executed on **April 25, 2012**.

The following terms and conditions apply to this Contract:

1. **Price:** Buyer agrees to purchase the Land described above, by paying the remainder balance of the note. Buyer payments will be made monthly. Monthly installments will be in the amount of **\$2,080.77**. Said payments will start in **March, 2012**, and be due each month until such time as the entire payment amount has been satisfied.
2. **Late fees:** Buyer agrees to pay the monthly installment on the due date, with the understanding that a late fee will be added to the monthly payment if said payment is late.
3. **Default:** If Buyer does not pay payments on the note monthly, Seller has the right to declare Buyer in default of this Contract.
4. **Title:** Upon final payment, when ^{Seller}entire purchase price has been paid in full, Buyer agrees to provide Seller with the title(s) and/or deed(s) to the Land. Seller further agrees to relinquish any and all claims to the Land. Buyer agrees to remove Seller from any liability with regard to issues that arise after the date of the title transfer. Buyer agrees to take complete responsibility, financial and otherwise, for the Land upon title transfer.
5. **Insurance:** Seller agrees to maintain a hazard insurance policy on the Land of no less than until the completion of the payment plan, at which point any insurance becomes the responsibility of Buyer.
6. **Taxes:** All taxes on the Land shall be the responsibility of Buyer as of the date of this Contract.
7. **ADDITIONAL TERMS:**



This Contract is executed on the **25th of April, 2012.**

We, the undersigned, agree to this Contract and all its terms.

Ewen Bishop
Seller (Print Name)

Ewen Bishop
Seller Signature

4-25-12
Date

4-25-12
Date

Cassandra Bishop Robinson
Buyer (Print Name)

Cassandra Bishop Robinson
Buyer Signature

4/25/12
Date

4/25/12
Date

Geraldine Wang
Witness (Print Name)

Geraldine Wang
Witness (Signature)

4-25-12
Date

4-25-12
Date

Name James C Bishop
 Loan# 2805661-9001
 Date 02/24/17

Accrual Basis _____ / 360

DATE	TRANSACTION TYPE	NUMBER OF DAYS	PRINCIPAL	INTEREST	LATE FEES	MISC FEES	REMAINING PRINCIPAL	INTEREST RATE	ACCRUED INTEREST	REMAINING INTEREST
04/25/12							152,667.90	6.75%	3,319.78	3,319.76
04/25/12	LFee Eff 04/25/12	0			(98.62)		152,667.90	6.75%	0.00	3,319.76
05/07/12	Payment	12	4,384.20	3,491.77			148,283.70	6.75%	343.50	171.49
05/16/12	Waive Late Fee	9			366.59		148,283.70	6.75%	250.23	421.72
05/25/12	LFee Eff 05/25/12	9			(61.40)		148,283.70	6.75%	250.23	671.95
06/12/12	Legal	18	(90.30)				148,374.00	6.75%	500.48	1,172.41
06/25/12	LFee Eff 06/25/12	13			(98.62)		148,374.00	6.75%	361.66	1,534.07
07/16/12	Payment	21	3,702.25	1,812.27	725.48		144,671.75	6.75%	584.22	306.02
08/24/12	LFee Eff 08/24/12	39			(98.62)		144,671.75	6.75%	1,057.91	1,363.93
09/25/12	Payment	32	2,255.44	1,788.06			142,416.31	6.75%	868.03	443.90
10/25/12	LFee Eff 10/25/12	30			(93.69)		142,416.31	6.75%	801.09	1,245.00
10/26/12	Payment	1	1,158.66	921.34			141,257.65	6.75%	26.70	350.36
11/23/12	LFee Eff 11/23/12	28			(88.31)		141,257.65	6.75%	741.60	1,091.96
12/11/12	Payment	18	1,148.88	931.12			140,108.77	6.75%	476.74	637.59
12/24/12	LFee Eff 12/24/12	13			(82.94)		140,108.77	6.75%	341.52	979.10
12/31/12	Payment	7	1,180.03	899.97			138,928.74	6.75%	183.89	263.02
01/25/13	LFee Eff 01/25/13	25			(77.56)		138,928.74	6.75%	651.23	914.25
02/25/13	LFee Eff 02/25/13	31			(98.62)		138,928.74	6.75%	807.52	1,721.78
03/25/13	LFee Eff 03/25/13	28			(98.62)		138,928.74	6.75%	729.38	2,451.15
04/05/13	Payment	11	4,730.77	2,737.69	539.74		134,197.97	6.75%	286.54	0.00
05/24/13	LFee Eff 05/24/13	49			(98.62)		134,197.97	6.75%	1,232.94	1,232.95
06/25/13	LFee Eff 06/25/13	32			(98.62)		134,197.97	6.75%	805.19	2,038.13
07/25/13	LFee Eff 07/25/13	30			(98.62)		134,197.97	6.75%	754.86	2,793.00
08/19/13	Payment	25	3,627.57	2,585.61			130,570.40	6.75%	629.05	838.44
08/23/13	LFee Eff 08/23/13	4			(83.83)		130,570.40	6.75%	97.93	934.37
09/25/13	LFee Eff 09/25/13	33			(98.62)		130,570.40	6.75%	807.90	1,742.27
10/25/13	LFee Eff 10/25/13	30			(98.62)		130,570.40	6.75%	734.46	2,476.73
11/22/13	Payment	28	1,192.42	887.58			129,377.98	6.75%	685.49	2,274.65
11/25/13	LFee Eff 11/25/13	3			(98.62)		129,377.98	6.75%	72.78	2,347.42

Internal

12/24/13	LFee Eff 12/24/13	29			(98.62)		129,377.98	6.75%	703.49	3,050.91
12/30/13	Payment	8	1,203.97	876.03			128,174.01	6.75%	145.55	2,320.43
01/24/14	LFee Eff 01/24/14	25			(98.62)		128,174.01	6.75%	600.82	2,921.25
02/10/14	Payment	17	1,237.98	842.02			126,936.03	6.75%	408.55	2,487.78
02/25/14	LFee Eff 02/25/14	15			(98.62)		126,936.03	6.75%	357.01	2,844.79
03/07/14	Other-Maint/Util/Mgmt	10				(13.00)	126,936.03	6.75%	238.01	3,082.80
03/10/14	Other-Maint/Util/Mgmt	3				(13.00)	126,936.03	6.75%	71.40	3,154.20
03/17/14	Payment	7	1,213.50	866.50			125,722.53	6.75%	166.60	2,454.30
03/25/14	LFee Eff 03/25/14	8			(98.62)		125,722.53	6.75%	188.58	2,642.89
03/27/14	Other-Maint/Util/Mgmt	2				(13.00)	125,722.53	6.75%	47.15	2,690.03
03/28/14	Other-Maint/Util/Mgmt	1				(13.00)	125,722.53	6.75%	23.57	2,713.61
04/14/14	Payment	17	1,322.54	757.46			124,399.99	6.75%	400.74	2,356.89
04/25/14	LFee Eff 04/25/14	11			(98.62)		124,399.99	6.75%	256.57	2,613.46
05/19/14	Payment	24	1,336.34	743.66			123,063.65	6.75%	559.80	2,429.60
05/19/14	Other-Maint/Util/Mgmt	0				(13.00)	123,063.65	6.75%	0.00	2,429.60
05/20/14	Other-Maint/Util/Mgmt	1				(13.00)	123,063.65	6.75%	23.07	2,452.68
05/23/14	LFee Eff 05/23/14	3			(98.62)		123,063.65	6.75%	69.22	2,521.90
05/29/14	Other-Maint/Util/Mgmt	6				(13.00)	123,063.65	6.75%	138.45	2,660.34
05/30/14	Other-Maint/Util/Mgmt	1				(13.00)	123,063.65	6.75%	23.07	2,683.42
06/25/14	LFee Eff 06/25/14	26			(98.62)		123,063.65	6.75%	599.94	3,283.35
07/16/14	Payment	21	1,412.43	667.57			121,651.22	6.75%	484.56	3,100.35
07/25/14	LFee Eff 07/25/14	9			(98.62)		121,651.22	6.75%	205.29	3,305.63
07/25/14	Other-Maint/Util/Mgmt	0				(13.00)	121,651.22	6.75%	0.00	3,305.63
07/26/14	Other-Maint/Util/Mgmt	1				(13.00)	121,651.22	6.75%	22.81	3,328.44
08/25/14	LFee Eff 08/25/14	30			(98.62)		121,651.22	6.75%	684.29	4,012.73
09/08/14	Other-Maint/Util/Mgmt	14				(13.00)	121,651.22	6.75%	319.33	4,332.07
09/09/14	Other-Maint/Util/Mgmt	1				(13.00)	121,651.22	6.75%	22.81	4,354.88
09/17/14	Other-Maint/Util/Mgmt	8				(13.00)	121,651.22	6.75%	182.48	4,537.35
09/17/14	Legal	0				(159.72)	121,651.22	6.75%	0.00	4,537.35
09/18/14	Other-Maint/Util/Mgmt	1				(13.00)	121,651.22	6.75%	22.81	4,560.16
09/25/14	LFee Eff 09/25/14	7			(98.62)		121,651.22	6.75%	159.67	4,719.83
10/21/14	Legal	26				(159.72)	121,651.22	6.75%	593.05	5,312.88
10/24/14	LFee Eff 10/24/14	3			(98.62)		121,651.22	6.75%	68.43	5,381.31
11/25/14	LFee Eff 11/25/14	32			(98.62)		121,651.22	6.75%	729.91	6,111.22
12/24/14	LFee Eff 12/24/14	29			(98.62)		121,651.22	6.75%	661.48	6,772.69
01/23/15	LFee Eff 01/23/15	30			(98.62)		121,651.22	6.75%	684.29	7,456.98
02/25/15	LFee Eff 02/25/15	33			(98.62)		121,651.22	6.75%	752.72	8,209.70
03/08/15	Rate Change	11					121,651.22	3.25%	250.91	8,460.60

Internal

payoff statement please contact your lender.

information. Any unauthorized review, use, discourse, or distribution is prohibited. If you received this email and are not the

Bank of America

Cashier's Check

No. 1442574

Please to the holder: In the event this check is lost, misplaced or stolen, it must be reported immediately to the nearest police station. The holder must be notified within 90 days.

Date MAY 01, 2012

30-1/3140

Banking Center NORTHWOODS

7290400 00006 0001442574

J & R TRADING & ASSOCIATES, LLC
Reseller (Purchased 11)

242 Power Station Rd
Newberry, SC 29108

\$ **7875.97**

40-14-37703 09-2005

Pay **SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND 97 CENTS**

To The Order Of **TD BANK**

Acct. # 004-00001-2805661-9001-
Bank of America, N.A.
San Antonio, Texas

VOID AFTER 90 DAYS

Chmelant
Authorized Signature

⑈ 1442574 ⑈ ⑆ 114000019 ⑆ 001641000272 ⑈

Account: 1641000272

Amount: 7,875.97

PostDate: 20120507

Tran_ID: 539454741

CheckNum: 1442574

DIN: 539454751

ReturnReasonDescription:

ECEItemSeqNum: 000000539454751

ACCOMMODATION BANKING		GENERAL LEDGER		CREDIT	
ACCOUNT TITLE		2805661-9001		DATE 5-7-12	
DESCRIPTION					
CHECK ONE		OFFSET ENTRY ACCOUNT NO.			
0210 ☐ Bank 01 ME 0220 ☐ Bank 02 PM 0230 ☐ Bank 03 MA 0240 ☒ Bank 04 ALL OTHERS 0211 ☐ Bank 11 VT 0218 ☐ Bank 18 UPSTATE NY		ORIGINATING RESPONSIBILITY CENTER ENTERED BY <i>A. Mangels</i> APPROVED BY <i>[Signature]</i>			
↓		COST CENTER		TOTAL AMOUNT	
5240-0462		9870		7875.97	
AS/CLC-60 (0000)		ACCOUNT NUMBER			
		120800 \$			

Account: 9870120800
 Amount: 7,875.97
 PostDate: 20120507
 Tran_ID: 539454741
 CheckNum: 0
 DIN: 539454741
 ReturnReasonDescription:
 ECEItemSeqNum:

Lockbox

J R TRUCKING ASSOCIATES, LLC		06-05	4632
PO BOX 134 (843) 810-1039			87-442539 SC
WADMALAW ISLAND, SC 29447			1721
7/13/12			
T.D. Bank			\$ 6,240.00
Six thousand two hundred forty dollars			
Bank of America			
ACH PAY 053904483			
River Station Road		Payment	
Newberry, SC		May, June, July	
Acct. No. 004-00001-2805661-9001			
0004632 053904483 000782969197			

Account: 782969197
Amount: 6,240.00
PostDate: 20120716
Tran_ID: 705491131
CheckNum: 4632
DIN: 705493481
ReturnReasonDescription:
ECEItemSeqNum: 000000705493481

Lockbox

J R TRUCKING ASSOCIATES, LLC 05-05		4738
PO BOX 134 (043) 810-1839 WADMALAW ISLAND, SC 29487		9/22/12 81-448/639 SC 1721
Pay To The Order Of	<u>T.D. Bank</u>	\$ <u>4043.50</u>
<u>four thousand forty three dollars & 50/100</u>		
Bank of America		
ACH RPT 053801483		
Acct. # <u>084-0001-2805661-9081</u>		<u>Cassandra B. Shepherd</u>
⑈004738⑈ ⑆053904483⑆ 000782969197⑈		

Account: 782969197
Amount: 4,043.50
PostDate: 20120925
Tran_ID: 726375151
CheckNum: 4738
DIN: 726375241
ReturnReasonDescription:
ECEItemSeqNum: 000000726375241

J R TRUCKING ASSOCIATES, LLC
PO BOX 134 (843) 810-1939
WADMALAW ISLAND, SC 29487

05-06

4773

67-4487338 SC
1721

Pay To The Order Of

TD Bank

Two thousand Eighty dollars & 62/100 \$2080.00

Bank of America

ACH PAY 053904483

Acct# 004-00001-280560-9001

Casandra H. H.

⑈004773⑈ ⑆053904483⑆ 000782969197⑈

Account: 782969197

Amount: 2,080.00

PostDate: 20121031

Tran_ID: 575554861

CheckNum: 4773

DIN: 575554871

ReturnReasonDescription:

ECEItemSeqNum: 000000575554871

ACCOMMODATION BANKING

GENERAL LEDGER

CREDIT

ACCOUNT TITLE

2805661-9001

DATE

10/31/12

DESCRIPTION

CHECK ONE

5210 ☐ Bank 01 ME
5220 ☐ Bank 02 NH
5230 ☐ Bank 03 MA
5240 ☒ Bank 04 ALL OTHERS
5211 ☐ Bank 11 VT
5218 ☐ Bank 18 UPSTATE NY

OFFSET ENTRY ACCOUNT NO.

ORIGINATING RESPONSIBILITY CENTER

ENTERED BY

Ian Reed

APPROVED BY

Christie Finner

↓

COST CENTER

5240-0462

9870

ACCOUNT NUMBER

120800 \$

TOTAL AMOUNT

2080.00

ABGLC-60 (08/03)

Account: 9870120800

Amount: 2,080.00

PostDate: 20121031

Tran_ID: 575554861

CheckNum: 0

DIN: 575554861

ReturnReasonDescription:

ECEItemSeqNum:

J R TRUCKING ASSOCIATES, LLC

05-05

PO BOX 134 (843) 810-1839
WADMALAW ISLAND, SC 29487

4815

67-448/539 SC
1721

12/1/2012

Pay To The
Order of T.D. Bank

Two thousand Eight dollars & no/100 \$ 2080.00

Bank of America

ACH R/T DE3004433

ACH # 004 000012805661-9001

Carole Beddy

⑈004815⑈ ⑆053904483⑆ 000782969197⑈

Account: 782969197

Amount: 2,080.00

PostDate: 20121211

Tran_ID: 575253151

CheckNum: 4815

DIN: 575253161

ReturnReasonDescription:

ECEItemSeqNum: 000000575253161

ACCOMMODATION BANKING		GENERAL LEDGER		CREDIT	
ACCOUNT TITLE	2805661-9001	DATE	12/11/12		
DESCRIPTION					
CHECK ONE	OFFSET ENTRY ACCOUNT NO.				
5210 ☐ Bank 01 ME	ORIGINATING RESPONSIBILITY CENTER				
5220 ☐ Bank 02 NH	ENTERED BY <i>Jan Reed</i>				
5230 ☐ Bank 03 MA	APPROVED BY				
5240 ☐ Bank 04 ALL OTHERS					
5211 ☐ Bank 11 VT					
5216 ☐ Bank 16 UPSTATE NY					
↓	COST CENTER	ACCOUNT NUMBER	TOTAL AMOUNT		
5240-0462	9870	120800 \$	2080.00		
ABGLG-60 (0000)					

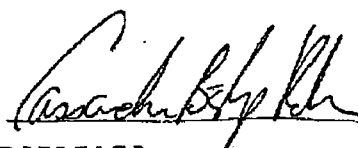
Account: 9870120800
 Amount: 2,080.00
 PostDate: 20121211
 Tran_ID: 575253151
 CheckNum: 0
 DIN: 575253151
 ReturnReasonDescription:
 ECEItemSeqNum:

Lockbox

J R TRUCKING ASSOCIATES, LLC		05-05	4851
PO BOX 134 (843) 810-1839			67-408/539 SC
WADMALAW ISLAND, SC 29487			1721
Pay To The Order of <u>T.D Bank</u>		Date <u>12/27/2012</u>	
<u>Two thousand & eighty dollars</u> <u>10/10</u>		\$ <u>2,080.00</u>	
Bank of America			
ACH RPT 083904489			
Acct # <u>004-00001-2505661-9001</u>		<u>Cassandra Bishop</u>	
⑈004851⑈ ⑆053904483⑆ 000782969197⑈			

Account: 782969197
Amount: 2,080.00
PostDate: 20121231
Tran_ID: 707245056
CheckNum: 4851
DIN: 707246596
ReturnReasonDescription:
ECEItemSeqNum: 000000707246596

Lookbox

	J R TRUCKING ASSOCIATES, LLC PO BOX 134 WADSWORTH ISLAND, SC 29487-0134	05-08	5086
Date <u>8/16/2013</u>		674853962 171	
Pay To The Order of	<u>T D Bank</u>		\$ <u>6213.18</u>
<u>Six thousand two hundred thirteen dollars</u>		Dollars	
Bank of America			
ACH R/T 053004183		payment on building on Buena Vista Rd	
For <u>Acct # 004-00001-2805661-9001</u>			
⑈005086⑈ ⑆053904483⑆ 000782969197⑈			

Account: 782969197
Amount: 6,213.18
PostDate: 20130819
Tran_ID: 730056571
CheckNum: 5086
DIN: 730056871
ReturnReasonDescription:
ECEItemSeqNum: 000000730056871

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2668 803/276-6324		TD BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-5399		10882
PAY TO THE ORDER OF TD Bank		11/21/2013		Security features. Details on back.
Two Thousand Eighty and 00/100		\$ 2,080.00		
TD Bank		DOLLARS		
MEMO Account number 9001		  AUTHORIZED SIGNATURE		
⑈010882⑈ ⑈053902197⑈4265067293⑈				

Account: 4265067293
 Amount: 2,080.00
 PostDate: 20131122
 Tran_ID: 750778791
 CheckNum: 10882
 DIN: 750778796
 ReturnReasonDescription:
 ECEItemSeqNum: 489403018296

TD BANK**LOAN PAYMENT****CREDIT**

Type: Loan Payment

Store #: 4894
Store Name: Newberry
Device #: 489403
User ID: JTAYLO24
Original User: JTAYLO24DIN: 489403018136
Date/Time: 11/22/2013 12:53 PM
Trans #: 6
Batch #: 6Business Date: 11/22/2013
Account Type: Business/Commercial
Account Number: 9001
Customer Number: 2805661Payment Amount: 0000208000
Payment Type: Regular Payment
Other:

Description:

Substitute Image/Virtual Document

AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT
	5240-0700	28056619001	30	\$2080.00

Account: 28056619001

Amount: 2,080.00

PostDate: 20131122

Tran_ID: 750778791

CheckNum: 0

DIN: 750778791

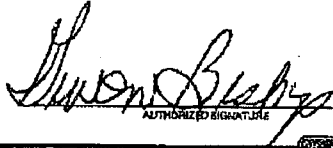
ReturnReasonDescription:

ECEItemSeqNum: 489403018136

TD BANK		LOAN PAYMENT		CREDIT	
Type:	Loan Payment				
Store #:	4894	DIN:	489411005363		
Store Name:	Newberry	Date/Time:	12/30/2013 4:04 PM		
Device #:	489411	Trans #:	12		
User ID:	BCROMER	Batch #:	10		
Original User:	BCROMER				
Business Date:	12/30/2013	Payment Amount:	0000208000		
Account Type:	Business/Commercial	Payment Type:	Regular Payment		
Account Number:	9001	Other:			
Customer Number:	2806661				
Description:					
Substitute Image/Virtual Document					
AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT	
	5240-0700	28056619001	30	\$2080.00	
Account: 28056619001					
Amount: 2,080.00					
PostDate: 20131230					
Tran_ID: 752796361					
CheckNum: 0					
DIN: 752796361					
ReturnReasonDescription:					
ECEItemSeqNum: 489411005363					

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-6324		TD BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-539		10943
PAY TO THE ORDER OF TD Bank - Line of Credit		\$ **2,080.00		12/31/2013 DOLLARS
Two Thousand Eighty and 00/100				
TD Bank - Line of Credit				
MEMO		 AUTHORIZED SIGNATURE		
⑆010943⑆ ⑆053902197⑆4265067293⑆				

Account: 4265067293
 Amount: 2,080.00
 PostDate: 20131230
 Tran_ID: 752796361
 CheckNum: 10943
 DIN: 752796366
 ReturnReasonDescription:
 ECEItemSeqNum: 489411005506

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-6324		TD BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-539		11002
PAY TO THE ORDER OF TD Bank		1/31/2014		Security Features. Details on bank.com
Two Thousand Eighty and 00/100		\$ 2,080.00		
TD Bank		DOLLARS		
MEMO		 AUTHORIZED SIGNATURE		
⑈011002⑈ ⑆053902197⑆4265067293⑈				

Account: 4265067293
 Amount: 2,080.00
 PostDate: 20140210
 Tran_ID: 548334156
 CheckNum: 11002
 DIN: 548334161
 ReturnReasonDescription:
 ECEItemSeqNum: 489414013159

TD BANK**LOAN PAYMENT****CREDIT**

Type: Loan Payment

Store #: 4894
Store Name: Newberry
Device #: 489414
User ID: ACOTE3
Original User: ACOTE3

DIN: 489414012955
Date/Time: 02/10/2014 12:35 PM
Trans #: 5
Batch #: 11

Business Date: 02/10/2014
Account Type: Business/Commercial
Account Number: 9001
Customer Number: 2805661

Payment Amount: 00002C8000
Payment Type: Regular Plus Principal
Other:

Description:

Substitute Image/Virtual Document

AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT
	5240-0700	28056619001	30	\$2080.00

Account: 28056619001

Amount: 2,080.00

PostDate: 20140210

Tran_ID: 548334156

CheckNum: 0

DIN: 548334156

ReturnReasonDescription:

ECEItemSeqNum: 489414012955

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-6324		TD BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-539		11063
PAY TO THE ORDER OF TD Bank		3/14/2014		Security Features. Details on back.
Two Thousand Eighty and 00/100		\$ 2,080.00		
TD Bank		DOLLARS		
MEMO		 AUTHORIZED SIGNATURE		
⑈0⑆1⑆063⑆ ⑆053902197⑆4265067293⑆				

Account: 4265067293
 Amount: 2,080.00
 PostDate: 20140317
 Tran_ID: 502508081
 CheckNum: 11063
 DIN: 502508086
 ReturnReasonDescription:
 ECEItemSeqNum: 489411022023

TD BANK	LOAN PAYMENT	CREDIT
Type: Loan Payment Store #: 4894 Store Name: Newberry Device #: 489411 User ID: BCROMER Original User: BCROMER DIN: 489411021899 Date/Time: 03/17/2014 1:50 PM Trans #: 6 Batch #: 6		
Business Date: 03/17/2014 Account Type: Business/Commercial Account Number: 9001 Customer Number: 2805661 Payment Amount: 0000208000 Payment Type: Regular Payment Other:		
Description:		
Substitute Image/Virtual Document		
AUXILIARY	R/T	ACCOUNT
	5240-0700	28056619001
		PC/TC
		30
		AMOUNT
		\$2080.00
Account: 28056619001 Amount: 2,080.00 PostDate: 20140317 Tran_ID: 502508081 CheckNum: 0 DIN: 502508081 ReturnReasonDescription: ECEItemSeqNum: 489411021899		

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 OLIVER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-6324		TO BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-539		11095
PAY TO THE ORDER OF TD Bank		\$ **2,080.00		4/3/2014
Two Thousand Eighty and 00/100		DOLLARS		Security feature: Check on back
TD Bank				AUTHORIZED SIGNATURE
MEMO 2801				
⑈011095⑈ ⑆053902197⑆4265067293⑈				

Account: 4265067293
 Amount: 2,080.00
 PostDate: 20140414
 Tran_ID: 733778951
 CheckNum: 11095
 DIN: 733778956
 ReturnReasonDescription:
 ECEItemSeqNum: 489411029691

TD BANK		LOAN PAYMENT		CREDIT	
Type:	Loan Payment				
Store #:	4894	DIN:	489411029460		
Store Name:	Newberry	Date/Time:	04/14/2014 12:40 PM		
Device #:	489411	Trans #:	12		
User ID:	BCROMER	Batch #:	10		
Original User:	BCROMER				
Business Date:	04/14/2014	Payment Amount:	0000208000		
Account Type:	Business/Commercial	Payment Type:	Regular Payment		
Account Number:	9001	Other:			
Customer Number:	2805661				
Description:					
Substitute Image/Virtual Document					
AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT	
	5240-0700	28056619001	30	\$2080.00	
Account: 28056619001					
Amount: 2,080.00					
PostDate: 20140414					
Tran_ID: 733778951					
CheckNum: 0					
DIN: 733778951					
ReturnReasonDescription:					
ECEItemSeqNum: 489411029460					

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-6324		TD BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-539		11117
PAY TO THE ORDER OF TD Bank		5/16/2014		Security Features: Details on back
Two Thousand Eighty and 00/100		\$ **2,080.00		
TD Bank		 AUTHORIZED SIGNATURE		
MEMO Acct. No. 8001				
⑈011117⑈ ⑆05390219⑆⑆4265067293⑈				

Account: 4265087293
 Amount: 2,080.00
 PostDate: 20140519
 Tran_ID: 506459251
 CheckNum: 11117
 DIN: 508459256
 ReturnReasonDescription:
 ECEItemSeqNum: 489417058796

TD BANK**LOAN PAYMENT****CREDIT**

Type: Loan Payment

Store #: 4894
Store Name: Newberry
Device #: 488417
User ID: LPRINCE2
Original User: LPRINCE2

DIN: 488417058686
Date/Time: 05/19/2014 4:22 PM.
Trans #: 14
Batch #: 8

Business Date: 05/19/2014
Account Type: Business/Commercial
Account Number: 9001
Customer Number: 2805661

Payment Amount: 0000208000
Payment Type: Regular Payment
Other:

Description:

Substitute Image/Virtual Document

AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT
	5240-0700	28056619001	30	\$2080.00

Account: 28056619001

Amount: 2,080.00

PostDate: 20140519

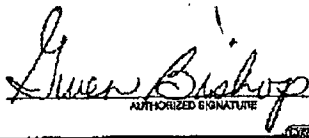
Tran_ID: 506459251

CheckNum: 0

DIN: 506459251

ReturnReasonDescription:

ECEItemSeqNum: 489417058686

 BISHOP ENTERPRISE & VAULT SERVICES, LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2858 803/276-6324		TD BANK, NATIONAL ASSOCIATION NEWBERRY, SC 29108 67-219-539		11170
PAY TO THE ORDER OF TD Bank - #9001		7/15/2014		\$ 2,080.00
Two Thousand Eighty and 00/100		DOLLARS		Security Features. Details on back.
TD Bank - #9001				 AUTHORIZED SIGNATURE
MEMO				
11170 05390219714265067293				

Account: 4265067293
 Amount: 2,080.00
 PostDate: 20140716
 Tran_ID: 557284506
 CheckNum: 11170
 DIN: 557284511
 ReturnReasonDescription:
 ECEItemSeqNum: 489414033558



America's Most Convenient Bank®

Please Return This Portion P.O. Box 5600
With Your Remittance To: Lewiston, ME 04243 5600

*** PAST DUE NOTICE ***

BILL DATE 06-25-14

DUE DATE 06-05-14

ACCT 004-00001-2805661-9001-0000000

28056619001300030385494



000044 06YD1K01

JAMES C BISHOP /
870 QUAKER ROAD
NEWBERRY SC 29108-6634



PRINCIPAL	\$6,099.12
INTEREST	\$2,821.86
LATE CHARGE	\$1,464.51

TOTAL AMOUNT DUE	\$10,385.49

REMITTANCE AMOUNT	\$10,385.49

Total

Amount Enclosed

\$ 2080.00

⑆5240⑉0730⑆ 28056619001⑈

Account: 28056619001

Amount: 2,080.00

PostDate: 20140716

Tran_ID: 557284506

CheckNum: 0

DIN: 557284506

ReturnReasonDescription:

ECEItemSeqNum: 489414033559

11454

**BISHOP'S ENTERPRISES
AND VAULT SERVICES LLC**
870 QUAKER ROAD
NEWBERRY, SC 29108
803/276-2868 803/276-6324

TD BANK
67-219-539

3/30/2015

PAY TO THE
ORDER OF TD Bank

\$ **1,166.74

One Thousand One Hundred Sixty-Six and 74/100 DOLLARS

TD Bank

MEMO 9001

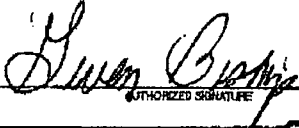
Shirley Bishop
AUTHORIZED SIGNATURE

Security Features: Details on back.

⑈011454⑈ ⑆053902197⑆4265067293⑈

Account: 4265067293
Amount: 1,166.74
PostDate: 20150330
Tran_ID: 755021286
CheckNum: 11454
DIN: 755021291
ReturnReasonDescription:
ECEItemSeqNum: 489421023993

TD BANK	LOAN PAYMENT	CREDIT
Type: Loan Payment Store #: 4894 Store Name: Newbury Device #: 489421 User ID: BCROMER Original User: BCROMER DIN: 489421023720 Date/Time: 03/30/2015 1:40 PM Trans #: 2 Batch #: 7		
Business Date: 03/30/2015 Account Type: Business/Commercial Account Number: 9001 Customer Number: 2805661 Payment Amount: 0000116674 Payment Type: Regular Payment Other:		
Description:		
Substitute Image/Virtual Document		
AUXILIARY	R/T	ACCOUNT
	5240-0700	28056619001
		PC/TC
		30
		AMOUNT
		\$1186.74
Account: 28056619001 Amount: 1,186.74 PostDate: 20150330 Tran_ID: 755021286 CheckNum: 0 DIN: 755021286 ReturnReasonDescription: ECEItemSeqNum: 489421023720		

 BISHOP'S ENTERPRISES AND VAULT SERVICES LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-5324		11473 TD BANK 67-219-539 5/1/2015
PAY TO THE ORDER OF	TD Bank - #9001	\$ **1,166.74
One Thousand One Hundred Sixty-Six and 74/100		DOLLARS
TD Bank - #9001	 	AUTHORIZED SIGNATURE
MEMO #9001		
⑈011473⑈ ⑆053902197⑆4265067293⑈		

Account: 4265067293
 Amount: 1,166.74
 PostDate: 20150505
 Tran_ID: 555138566
 CheckNum: 11473
 DIN: 555138571
 ReturnReasonDescription:
 ECEItemSeqNum: 489420033435

TD BANK**LOAN PAYMENT****CREDIT**

Type: Loan Payment

Store #: 4894
Store Name: Newbury
Device #: 489420
User ID: LPRINCE2
Original User: LPRINCE2DIN: 489420033306
Date/Time: 05/05/2015 11:12 AM
Trans #: 4
Batch #: 3Business Date: 05/05/2015
Account Type: Business/Commercial
Account Number: 9001
Customer Number: 2805661Payment Amount: 0000116674
Payment Type: Regular Payment
Other:

Description:

Substitute Image/Virtual Document

AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT
	5240-0700	28056619001	30	\$1166.74

Account: 28056619001

Amount: 1,166.74

PostDate: 20150505

Tran_ID: 555138566

CheckNum: 0

DIN: 555138566

ReturnReasonDescription:

ECEItemSeqNum: 489420033306

 BISHOP'S ENTERPRISES AND VAULT SERVICES LLC 870 QUAKER ROAD NEWBERRY, SC 29108 803/276-2868 803/276-6344		TD BANK 87-219-539	11494 5/22/2015
PAY TO THE ORDER OF	TD Bank - #9001	\$ **1,166.74	Security Features: Details on back.
One Thousand One Hundred Sixty-Six and 74/100		DOLLARS	
TD Bank - #9001		  AUTHORIZED SIGNATURE	
MEMO Rent #9001	⑈011494⑈ ⑆053902197⑆4265067293⑈		

Account: 4265067293
 Amount: 1,166.74
 PostDate: 20150522
 Tran_ID: 742815206
 CheckNum: 11494
 DIN: 742815211
 ReturnReasonDescription:
 ECEItemSeqNum: 489419034105

TD BANK**LOAN PAYMENT****CREDIT**

Type: Loan Payment

Store #: 4894
Store Name: Newbury
Device #: 489419
User ID: JTAYLO24
Original User: JTAYLO24DIN: 489419033957
Date/Time: 05/22/2015 2:36 PM
Trans #: 5
Batch #: 3Business Date: 05/22/2015
Account Type: Business/Commercial
Account Number: 9001
Customer Number: 2805661Payment Amount: 000116674
Payment Type: Regular Payment
Other:

Description:

Substitute Image/Virtual Document

AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT
	5240-0700	28056619001	30	\$1166.74

Account: 28056619001

Amount: 1,166.74

PostDate: 20150522

Tran_ID: 742815206

CheckNum: 0

DIN: 742815206

ReturnReasonDescription:

ECEItemSeqNum: 489419033957

TD Bank <i>KYC</i>		CHECKING WITHDRAWAL	
NAME <u>Gwen Bishop</u>	DATE <u>8/4</u>	TD Bank N.A. CHECK ID (0046)	
PLEASE PRINT	SIGNATURE(S)		
WRITE AMOUNT IN FULL ON ABOVE LINE		<u>As per Gwen Bishop</u>	
ACCT. # <u>4265067293</u>	\$ <u>1166.74</u>		
⑈5140⑈1064⑈		500	

Account: 4265067293
Amount: 1,166.74
PostDate: 20150804
Tran_ID: 554973386
CheckNum: 0
DIN: 554973391
ReturnReasonDescription:
ECEItemSeqNum: 489421051164

TD BANK		LOAN PAYMENT		CREDIT	
Type:	Loan Payment				
Store #:	4894	DIN:	489421051162		
Store Name:	Newbury	Date/Time:	08/04/2015 11:07 AM		
Device #:	489421	Trans #:	8		
User ID:	BCROMER	Batch #:	3		
Original User:	BCROMER				
Business Date:	08/04/2015	Payment Amount:	0000116674		
Account Type:	Business/Commercial	Payment Type:	Regular Payment		
Account Number:	9001	Other:			
Customer Number:	2805661				
Description:					
Substitute Image/Virtual Document					
AUXILIARY	R/T	ACCOUNT	PC/TC	AMOUNT	
	5240-0700	28056619001	30	\$1166.74	
Account: 28056619001					
Amount: 1,166.74					
PostDate: 20150804					
Tran_ID: 554973386					
CheckNum: 0					
DIN: 554973386					
ReturnReasonDescription:					
ECEItemSeqNum: 489421051163					

Lockbox

J R TRUCKING ASSOCIATES, LLC		05-05	4945
PO BOX 134 (B43) 810-1939 WADMALAW ISLAND, SC 29487			87-440/838 SC 1721
Pay to the order of <u>T.D Bank</u>		Date <u>4/2/2013</u>	
<u>Eight thousand Eight dollars & 20/100</u>		\$ <u>8,008.20</u>	
Bank of America			
ACH R/T 053004483			
Net. 004-00001-2805661-9001		<u>Cassandra B. Shy</u>	
⑈004945⑈ ⑆053904483⑆ 000782969197⑈			

Account: 782969197
Amount: 8,008.20
PostDate: 20130405
Tran_ID: 712912931
CheckNum: 4945
DIN: 712913406
ReturnReasonDescription:
ECEItemSeqNum: 000000712913406

STATE OF SOUTH CAROLINA)

COUNTY OF NEWBERRY)

Robert G. Shirey)

Plaintiff,)

vs.)

Gwen G. Bishop)

Defendant.)

JACKIE S. BOWERS
CLERK OF COURT

2016 MAY 9 PM 1 31

FILED
NEWBERRY COUNTY**AFFIDAVIT OF
GWEN G. BISHOP**

PERSONALLY appeared before me Gwen G. Bishop, who, being duly sworn, says the following:

1. I, Gwen G. Bishop, submit this affidavit, and I know the facts stated in this Affidavit are true or believe the facts to be true based upon information and belief after a reasonable inquiry.
2. I currently reside in Newberry, South Carolina.
3. In March of 2015, I was under doctor's care for stress and depression.
4. My doctor informed me that if my business was causing this much stress, I needed to make some adjustments.
5. In March of 2015, I called Robert Shirey to see if he was still interested in purchasing my property at 242 Power Station Road, as Mr. Shirey had contacted my late husband, James C. Bishop, about purchasing the property some time ago.
6. When I failed to hear from Mr. Shirey for several weeks, I decided to contact him again.
7. In April of 2015, Mr. Shirey did a walk-through of my property, and I offered to sell it to him for \$200,000.00. He made me a counter-offer of \$150,000.00.
8. While still in a state of depression and feeling that I had to do something, I called Mr. Shirey back and agreed to renegotiate the price.
9. In April of 2015, Mr. Shirey, Johnny Scurry, and I met to renegotiate the price. I dropped the price to \$150,000.00. Mr. Shirey made a final offer of \$125,000.00, and I told him that I would call him later on to discuss his offer.
10. Because of the stress and depression I was dealing with, I decided to accept Mr. Shirey's offer of \$125,000.00.
11. On May 20, 2015, I went to the law office of Pope & Hudgens to sign the land purchase contract. Although Mr. Shirey was not present, his lawyer told me to go ahead and sign the contract.

12. In July of 2015, after informing my family that I was going to sell the property, my niece, Cassandra Bishop Robinson, advised me that the land was sold to her in April of 2012, and provided me with a copy of the land sale contract.
13. In August of 2015, Cassandra Bishop Robinson told me that she would be filing papers in the Newberry County Court House to protect her ownership of said property. At this point, I felt everything was out of my hands.
14. My doctor advised me not to attend the closing on August 12, 2015.

AFFIANT FURTHER SAYETH NAUGHT.

Name: Gwen G. Bishop
Gwen G. Bishop

SWORN to before me this 6th

day of JANUARY 2016
William L. Pyatt
Notary Public for South Carolina

My Commission Expires: Oct. 6, 2016