

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM COLLETON COUNTY
COURT OF COMMON PLEAS

R. Thayer Rivers, Jr., Special Referee

RECEIVED

MAY 16 2012

Case No. 2009-CP-15-01148

SC Court of Appeals

Roger Wendell Walker, as the Personal Representative of the Estate
of Kenneth Ray Walker and individually as a surviving child and
Devisee of the Decedent, Kenneth Ray Walker (d/o/d 9/20/2008),
Jimmy Ray Walker, and Wilson Whitney Walker as surviving
children and Devisees of the Decedent, Kenneth Ray Walker, who
died testate on 9/20/2008, ... Respondents,

v.

Catherine W. Brooks, ... Appellant.

RECORD ON APPEAL
VOLUME 1

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Bennett

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2009-CP-15-1148 AND
CASE NO.: 2009-CP-15-1068

ROGER WENDELL WALKER,)
the Personal Representative)
of the Estate of KENNETH)
ROY WALKER, and individually)
and devisee of the decedent)
KENNETH ROY WALKER, (d/o/d)
9/20/2008), JIMMY RAY WALKER)
and WILSON WHITNEY WALKER)
as surviving children and)
Devisees of the decedent)
KENNETH ROY WALKER, who)
died testate on 9/20/2008,)

Plaintiffs,

v.

CATHERINE W. BROOKS,

Defendant.

ORDER BY
SPECIAL REFEREE
WITH FINALITY

PATRICIA C. GRANT
COLLETON COUNTY
COMMON PLEAS
2011 AUG 26 AM 10:44

P. J. [unclear]
This matter came to be heard before me in an extensive hearing on Thursday, May 26, 2011 and also on June 17, 2011. I was appointed as Special Master with finality to hear this case, render a decision with any appeal to the Appeal Courts of the State of South Carolina. Present at both hearings were E. W. Bennett, Jr., Esquire, of Walterboro, South Carolina, for the Plaintiff, and Benjamin A. Dunn, II, Esquire and Everett Hope Garner, Esquire, all of Holler, Dennis, Corbett, Ormond, Plante and Garner of Columbia, South Carolina for the Defendant. Testimony was taken from a number of family members as well as from customers of businesses run by one or more of the parties.

The pleadings may be summarized as follows: The Plaintiff brought an action to determine any monies owed by the Plaintiff Estate and its heirs and devisees to the

Defendant and upon the proffer of those funds for a re-conveyance of various parcels of land conveyed by the late Kenneth Roy Walker to his sister, the Defendant, Catherine W. Brooks over a period of years. This was prayed for by a number of sources including but not limited to resulting trust, constructive trust, and other such equitable remedies. The Defendant filed a suit and answer and counterclaim in which she sought a payment of back rents, payment of monies for the sale of dirt off the premises, insurance proceeds on a building and failure to pay income tax on certain monies. No testimony was presented as to the insurance proceeds on the building and no relevant testimony was introduced in regard to payment of income taxes.

*per
part*

The testimony can be summarized as follows: Kenneth Roy Walker was part of a large, rural Colleton County family. Apparently, most of the family, through hard work, had been very successful. Some twenty (20) years ago Mr. Walker bought the family farm out of a foreclosure and had resided there and run several businesses from there. He had many ups and downs financially, but most of the last years of his life were primarily downs. From the family "farm" (some 200 acres located in rural Colleton County) he ran a mining operation and also rented out a building located on the premises. His sister, the Defendant Catherine W. Brooks, helped him financially during the 1990's and up into the first part of the decade of 2000-2010. She also helped him get Social Security Disability benefits and was made his Trustee by the United States Government for the purposes of Social Security Disability benefits (this apparently occurred in 1997). It was testified to by all concerned that he and she had a very close relationship and she helped him out financially throughout the last years of his life.

In 1996 he deeded to her several tracts of land which are shown on Exhibit No. 26 and 27. At that time he owed her a sum of money and from the totality of the testimony I am convinced that he deeded this property as security for the various debts owed to her. The property at that time was assessed by the Tax Assessor for Colleton County in the amount of \$36,000.00 which is substantially more than any amount of money that he could have owed her then. While the property was listed in her name, it appears that from this period until very shortly before his death, he arranged for the payment of the taxes on the property, collected and kept for his own personal use all the rent from the building on the premises (this started as \$500.00 per month and ended up being \$750.00 per month). He later on entered into an agreement to sell sand to Richard Woods (known to one and all as the Chief Magistrate of Colleton County for 30-40 years). He got the largest amount of the funds for the sale of the sand but by a separate lease his sister also received funds for the water which crossed onto her property from the sand mining operation.

While a great deal of this testimony is verbal, there are substantial writings which among other things remove this from the parole evidence rule, the Statute of Frauds and also provide written proof that contradicted a lot testimony which was presented. Chief among these writings are Exhibit No. 18, which is a statement that he owed the Defendant \$60,000.00 and that upon payment of that he was to be returned all of his real property. This was in the Defendant's handwriting. At the time this document was written, he had deeded a

further tract of some 15 acres to the Defendant, Catherine W. Brooks, as additional collateral for sums owed. Again, there is no figure as to how much was owed at any given time, but it appears the amounts owed never exceeded the \$60,000.00 mentioned in Exhibit No. 18 and that further, the assessed value by the Colleton County Tax Assessor for that

tract alone in the year of its conveyance to the Defendant was \$85,000.00, an amount greatly in excess of anything that could have been owed. There is further an Exhibit 41 which was partially in the hand writing of the Defendant, Catherine W. Brooks, and partially in the hand writing of the deceased, Kenneth Roy Walker. This exhibit shows the starting balance owed from Kenneth Roy Walker to Catherine W. Brooks was \$60,000.00. It thereafter details a number of payments. A lot of these payments are initialed by the Defendant, Catherine W. Brooks. Testimony was given to the effect that the initialing was to show the receipt of those payments. In her testimony, Mrs. Brooks admitted receiving the payments, but took the position that most of that was rent which belonged to her anyway. Or as she put it "she was being paid with her own money". Mrs. Brooks also admitted in her testimony that had she been paid the \$60,000.00 she would have deeded the property back to her "baby brother", Kenneth Walker. It appears from the totality of the testimony that only after Mr. Walker was dying or had actually died, did she decide the property was hers and she could keep it as well as any sums paid towards the \$60,000.00. The fact is that she allowed rent to be collected solely by Kenneth Walker on the premises for many, many years after she had received the deed, and she let Kenneth Walker, Sr. or his son, Roger Walker, negotiate all leases for everything done on the premises during the entire time (from early 1990s to the death of Kenneth Walker in 2008) for the use of the properties by various parties. This is in spite of the fact that these properties were in her name. The Plaintiff also produced evidence, that prior to filing suit, the balance of the original \$60,000.00 as shown on the ledger as Exhibit "41" was offered to the Defendant, Catherine D. Brooks, in exchange for a return deed to the premises. While this may be in the way of a settlement offer that I am not suppose to know about, they further showed correspondence in which they offered Mrs.

Brooks substantially more than that in order to regain the premises. The first of these letters was done while Mr. Walker was alive and the testimony was that he was obsessed with regaining the title to the property prior to his impending death (the testimony was that Mr. Walker had congestive heart failure and had been in bad health for many years prior to his passing).

There is voluminous testimony and numerous exhibits in this matter. There are further many issues from the dead man's statute, to the parole evidence rule, to the statute of frauds, to equitable principles, to everything from the Old Testament to Aesop's Fables. The crux of this matter is as follows:

FINDINGS OF FACT:

1. There was a long standing fiduciary relationship between Mrs. Brooks and her youngest brother, the late Kenneth Walker.
2. Mrs. Brooks helped Mr. Walker through a number of financial hard times.
3. Mr. Walker deeded properties to Mrs. Brooks that were greatly in excess of any amount of money ever owed her. Nothing in the deeds or testimony would indicate that this was a gift.
4. Mrs. Brooks acquiesced in Kenneth Walker and his son Roger totally controlling the premises during most of the time that the properties in question were in her name.
5. ~~The tenants of the premises for the most part dealt with exclusively with either~~

Kenneth Walker or his son, Roger Walker, and they were not even aware of the role of Mrs. Brooks until shortly after the death of Kenneth Walker. Mrs. Brooks has admitted writing the note which is in evidence which sets out the agreement between the parties that Kenneth

owed her \$60,000.00 and upon the payment of that, she would deed the premises back to him (now his Estate).

AS TO THE COUNTERCLAIM THE DEFENDANT, CATHERINE BROOKS:

6. The Plaintiff, Roger Wendall Walker and his late father, Kenneth Roy Walker negotiated several leases with American Biomass, LLC and its predecessor corporation for the building and lot located at 36 Clearwater Drive, Walterboro, South Carolina. While legal title to the premises was in the Defendant, Catherine Brooks, most of the time, it is very clear that she neither exercised dominion, control or say over the operation of the lease. It is further clear that with her knowledge and consent, substantially all the proceeds of these lease payments went to or for the benefit of Kenneth Roy Walker. Certain of these lease monies also were credited to debts owed by him to her with her initials reflecting the payment and receipt of these funds.

7. There was no evidence produced of insurance proceeds allegedly diverted by Roger Walker from Catherine Brooks.

8. The question of income tax being owned by Mrs. Brooks on monies that were admittedly never received by her is not really before this Court and if it were, there is no evidence showing any damage to her by this alleged constructive receipt by her of funds that went to her brother or to his son, her nephew, Roger Walker.

9. Mrs. Brooks has further acknowledged that the handwriting on top of the ledger book setting out the debt between the parties is her handwriting and that she has initialed by a number of payments which went to her.

10. That while the testimony rambles all over the place, the most persuasive document is the ledger which shows that at the time of the death of Kenneth Walker he was indebted to the Defendant, Catherine Brooks in the amount of \$27,400.00.

From the foregoing Findings of Fact I make the following Conclusions of Law which are:

1. This Court has jurisdiction of the parties and the subject matter.
2. The Plaintiff has pled a valid cause of action for the return of the premises in exchange for monies owed.
3. There is no money found to be owed by the Walker Estate, the Plaintiff or any devisees to the Defendant other than the sum of \$27,400.00.
4. Upon the payment of that amount, the Estate of Kenneth Walker is entitled to a Deed prepared by either myself or the Clerk of Court for Colleton County to put the premises in the name of the Estate of Kenneth Roy Walker.

5. That while the Plaintiff has prayed for and shown sufficient testimony to be entitled to a declaration of a resulting trust in the matter, I believe that the facts in this case are actually controlled by Gregorie & Son v. Hamlin, 273 S.C.412, 257 S.E.2nd 699 (S.C. 1979). In that case a deed which was regular on its face was given along with a right acknowledging a debt and an agreement to re-convey the premises upon a payment of a stated sum of money was held to be an equitable mortgage. These are basically the exact same facts in this case wherein Mr. Walker placed title to the premises for debts owed to his sister. At the time of the conveyance, the premises were worth substantially more than the amount of the debt. There is nothing from the deed or the circumstances or the evidence of any intention to make a gift and the re-conveyance acknowledgement is in the Defendants'

own hand writing which is admitted by her. She further admitted that up to the date of her brother's passing, she would re-convey the premises in exchange of the payment of the debt. So while this is equally susceptible of being a resulting trust, I am more of the opinion that it so closely tracks the facts of Gregory v. Hamlin that it is more properly an equitable mortgage and that upon payment of the sums found to be owed in this Order, the Plaintiff is entitled to a deed conveying the property to the Estate of Kenneth R. Walker.

6. I find that the Defendant, Catherine Brooks, is entitled to take nothing from her counter-claims against the Plaintiff's and the Estate of Kenneth Roy Walker.

BASED UPON THE FOREGOING IT IS HEREBY ORDERED AS FOLLOWS:

- 98 / 100
1. The Defendant's claims are not substantiated by the evidence and are hereby dismissed.
 2. The Plaintiff is indebted to the Defendant in the amount of \$27,400.00 for a satisfaction for all claims presented.
 3. Upon the payment of \$27,400.00 to the Defendant the Estate of Kenneth Walker is entitled to a return of the premises.
 4. The Plaintiff shall have a reasonable period of time not to exceed twelve (12) months to pay such sums and upon proof of such payment, a deed shall be issued by either me or the Clerk of Court for Colleton County placing the premises in the name of the Estate of Kenneth Walker.
-

5. From the hearing on May 26, 2011, the additional hearing on June 17, 2011, the review of the pleadings, reviews of the transcript, legal research and the drafting of this Order, I have in excess of twenty (20) hours on this. My hourly rate is \$300.00. I agreed to reduce this to \$250.00 an hour as the Special Referee and am further reducing the fee

involved. The Special Referee's fee is Four Thousand and no/100ths (\$4,000.00) Dollars,
which is to be borne equally by the parties.

6. The Defendant shall be responsible for all the cost of this action.

AND IT IS SO ORDERED.


R. THAYER RIVERS, JR.
SPECIAL MASTER,
COLLETON COUNTY
P. O. Box 668
Ridgeland, SC 29936

79
DATED: August 24, 2011
Ridgeland, South Carolina

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SEP 23 2011

SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

IN THE COURT OF COMMON PLEAS

Catherine Brooks,)
)
Plaintiff,)

No: 2009-CP-15-1068

vs.)

COMPLAINT
(Jury Trial Demanded)

Roger Walker, Enterprise)
Bank of South Carolina)
and Bank of Walterboro,)
)
Defendants.)

Plaintiff complaining of the Defendants above named would respectfully show unto this Honorable Court:

1. Plaintiff is a citizen and resident of the County of Richland, State of South Carolina.
2. Upon information and belief, the Defendant Roger Walker is a citizen and resident of the County of Colleton, State of South Carolina.
3. Upon information and belief, the Defendant Enterprise Bank of South Carolina is a corporation or other entity organized and existing under the laws of the State of South Carolina or one of the states of the United States of America and does and transacts business in the County of Colleton, State of South Carolina.
4. Upon information and belief, the Defendant Bank of

Walterboro is a corporation or other entity organized and existing under the laws of the State of South Carolina or one of the states of the United States of America and does and transacts business in the County of Colleton, State of South Carolina.

5. Plaintiff entered into a real estate lease with a third party American Bio-Mass, LLC of Walterboro, South Carolina on or about April 19, 2004 related to a commercial building and lot located at 36 Clearwater Drive in Walterboro, South Carolina which provided in pertinent part for periodic payments to be made to Plaintiff.

6. Pursuant to the execution of the aforesaid lease, Plaintiff became entitled to monthly lease payments which she never received nor received any benefit therefrom.

7. Plaintiff is informed and believes that the Defendant Roger Walker intentionally and fraudulently diverted funds to his own use to which Plaintiff was entitled by forging her endorsement on lease payment checks.

8. Plaintiff is informed and believes that this practice took place frequently and repeatedly from the time of the inception of the lease until the later part of 2008.

9. Plaintiff is informed and believes that many of the lease payment checks in question were negotiated through the Defendants Enterprise Bank of South Carolina and the Bank of Walterboro.

10. Plaintiff is further informed and believes that

Defendant Roger Walker removed or authorized the removal of dirt and top soil from the leased premises without permission or approval from Plaintiff thus depriving her of lawful benefit from her property.

11. Plaintiff is further informed and believes that Defendant Roger Walker diverted or received funds from an insurance settlement related to damage to a building on or adjacent to the leased premises; said funds being lawfully due to Plaintiff.

12. Plaintiff is informed and believes that Defendant Roger Walker failed to pay income taxes on funds which he received to which Plaintiff was entitled and any responsibility therefor should not accrue to Plaintiff under the circumstances aforesaid.

FOR A FIRST CAUSE OF ACTION
AS TO THE DEFENDANT ROGER WALKER

13. Plaintiff realleges paragraphs 1 through 12 as if repeated herein verbatim.

14. Plaintiff is informed and believes that the Defendant Roger Walker intentionally or grossly negligently and recklessly participated in the foregoing events in one or more of the following particulars to wit:

- a. In cashing, negotiating or otherwise converting funds rightfully intended for Plaintiff for his own use and benefit;
- b. In failing to preserve, protect and properly convey properties and funds to the Plaintiff without legal justification.

- c. In performing or authorizing the removal of dirt and top soil from the leased property in question;
- d. In diverting insurance settlement funds to which Plaintiff was entitled;
- e. In failing to pay income taxes which accrued on proceeds in question;

FOR A SECOND CAUSE OF ACTION
AS TO THE DEFENDANT ENTERPRISE BANK OF SOUTH CAROLINA

15. Plaintiff realleges paragraphs 1 through 14 as if repeated herein verbatim.

16. The Defendant Enterprise Bank of South Carolina by and through its employees and agents in coordination and in conjunction with the Defendant Roger Walker did engage, assist and abet the improper and unlawful conversion of funds legally belonging to the Plaintiff.

17. Plaintiff is informed and believes that the Defendant Enterprise Bank of South Carolina by and through its employees and agents was negligent, grossly negligent and reckless disregard in regard to the foregoing events in one or more of the following particulars to wit:

- a. In failing to require proper identification prior to cashing or negotiating the instruments in question;
- b. In conspiring or engaging in complicity with the Defendant Roger Walker in regard to the cashing and negotiating of the instruments in question;
- c. In failing to adhere to proper banking standards or its own procedures, guidelines and regulations related to the negotiation and cashing of the instruments in question;

- d. In failing to exercise the degree of care and caution which a reasonable business entity would have exercised under the circumstances then and there prevailing.

FOR A THIRD CAUSE OF ACTION
AS TO DEFENDANT BANK OF WALTERBORO

18. Plaintiff realleges paragraphs 1 through 17 as if repeated herein verbatim.

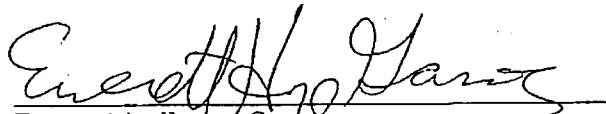
19. Plaintiff is informed and believes that the Defendant Bank of Walterboro by and through its employees and agents was negligent, grossly negligent and reckless disregard in regard to the foregoing events in one or more of the following particulars to wit:

- a. In failing to require proper identification prior to cashing or negotiating the instruments in question;
- b. In conspiring or engaging in complicity with the Defendant Roger Walker in regard to the cashing and negotiating of the instruments in question;
- c. In failing to adhere to proper banking standards or its own procedures, guidelines and regulations related to the negotiation and cashing of the instruments in question;
- d. In failing to exercise the degree of care and caution which a reasonable business entity would have exercised under the circumstances then and there prevailing.

20. All of the actions of the Defendants alleged herein were the direct and proximate cause of the damages and losses suffered by the Plaintiff herein.

WHEREFORE, Plaintiff is informed and believes that she is

entitled to judgment against the Defendants jointly and severally in connection with the events in which they collaborated and for damages individually against the Defendant Roger Walker for the events related to the property itself. Plaintiff is informed and believes that she is entitled to damages as may be established by a jury as well as the costs of this action and for such other and further relief as the Court may deem just and proper.


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Attorney for Plaintiff

Columbia, South Carolina
12/1, 2009

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

Roger Wendell Walker, as the Personal)
Personal Representative of the Estate of)
Kenneth Ray Walker and individually as a)
surviving child and Devisee of the Decedent,)
Kenneth Ray Walker (d/o/d: 9/20/2008),)
Jimmy Ray Walker, and Wilson Whitney)
Walker as surviving children and Devisees)
of the Decedent, Kenneth Ray Walker, who)
died testate on 9/20/2008,)

Plaintiffs,)

-vs-)

Catherine W. Brooks,)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE 14TH JUDICIAL CIRCUIT
CIVIL CASE NO: 2009-CP-15- 1148

COMPLAINT
(Breach and Specific
Performance of Contract For
Sale of Real Estate Action and
Declaratory Judgment Action
based on the creation of an
Express Trust and/or a
Constructive Trust and/or a
Resulting Trust)

(Non-Jury Docket)

2009 DEC 31 PM 4:28

PATRICIA C. GRAFF
COLLETON COUNTY
COMMON PLEAS

The Plaintiffs herein complaining of the above-named Defendant would hereby show and allege unto this Honorable Court, as follows:

JURISDICTIONAL ALLEGATIONS AND BACKGROUND FACTS:

1. The Plaintiffs' First Cause of Action as stated herein below alleges and sets forth an action for the material breach and substantial default of and requests that the Court require the specific performance on the part of the Defendant, Catherine W. Brooks, as the Seller herein, of a partially performed oral Contract for Sale of Real Estate previously entered into in regard to the below-described subject real estate on or about 3/19/1996, as subsequently orally amended and revised on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004 as more fully set forth and described herein below, by and between the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who died testate on 9/20/2008, as the original Purchaser herein, and the Defendant, Catherine W. Brooks, as the Seller herein; and the Plaintiffs' Second Cause of Action as stated herein below alleges and sets forth an action against the above-named Defendant for a declaratory judgment pursuant to Section 15-53-10, et. seq., of the 1976 S.C. Code of Laws concerning the below-described subject real estate and the creation in regard thereto on or about 3/19/1996 and on or about 2/5/2002 of either an Express Real Estate

Trust and/or a Constructive Real Estate Trust and/or a Resulting Real Estate Trust and the material breach of the terms and conditions of same and the fiduciary duties owed pertaining to same by such Defendant, as the Trustee thereof, unto the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the original Beneficiary thereof, and unto the within named Plaintiffs as the ultimate beneficiaries thereof as the three (3) surviving children of and the named devisees under the Will dated 01/27/1988 of their late father and aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, which was filed after his testate death on 9/20/2008 in the Estate of Kenneth Ray Walker administered with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226; and this Court is vested with good and valid subject matter jurisdiction over both of the Plaintiffs' causes of action as more fully stated and set forth herein below and this Court also has personal jurisdiction over all of the above-named parties hereto and venue is proper in Colleton County pursuant to Section 15-7-10 of the 1976 S.C. Code of Laws by virtue of the below-described subject real estate being located in Colleton County, South Carolina.

2. The Plaintiff, Roger Wendell Walker, is a citizen and resident of Colleton County, South Carolina, and he is now serving as the duly appointed Personal Representative of the Estate of Kenneth Ray Walker, his deceased father, by virtue of the Certificate of Appointment issued by the Colleton County Probate Court Judge on 10/15/2008 in accordance with Item III of the Will dated 01/27/1988 of the late Kenneth Ray Walker (hereafter designated as "**Decedent**"), all as was filed in such Decedent's Estate now being administered with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226, with a copy of such Certificate of Appointment being attached hereto and incorporated herein as **Exhibit "A"**; and the Plaintiff, Roger Wendell Walker, is also a devisee of a one-third (1/3rd) undivided interest in and to all interests in real estate owned by his late father and the aforesaid Decedent herein, Kenneth Ray Walker, at the time of his testate death on 9/20/2008 under the provisions of Item II of the Last Will and Testament dated 01/27/1988 of the aforesaid Decedent herein, Kenneth Ray Walker.

3. That the Plaintiff, Jimmy Ray Walker, is a citizen and resident of Gwinnett County, Georgia, and he is also a devisee of a one-third (1/3rd) undivided interest in and to all interests in real estate owned by his late father, Kenneth Ray Walker, at the time of his testate death on 9/20/2008 under the provisions of Item II of the Last Will and Testament dated 01/27/1988 of the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker.

4. That the Plaintiff, Wilson Whitney Walker is a citizen and resident of Colleton County, South Carolina, and he is also a devisee of a one-third (1/3rd) undivided interest in and to all interests in real estate owned by his late father, Kenneth Ray Walker, at the time of his testate death on 9/20/2008 under the provisions of Item II of the Last Will and Testament dated 01/27/1988 of the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker.

5. That the Defendant, Catherine W. Brooks, is a citizen and resident of Richland County, South Carolina, where her current address is 505 Johnson Avenue, Columbia, S.C. 29203; and the Defendant, Catherine W. Brooks, is hereby made a party to this lawsuit because she may now have or claim some type of right, title, or interest in or to the below-described subject real estate by virtue of the prior Deed from her late brother, Kenneth R. Walker, as Grantor, unto the within Defendant, Catherine W. Brooks, as Grantee, which Deed was dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129, and also by virtue of the prior Deed from her late brother, Kenneth R. Walker, as Grantor, unto the within Defendant, Catherine W. Brooks, as Grantee, which Deed was dated 2/5/2002 and recorded on 2/11/2003 in Colleton County Deed Book 1004, at Page 61, and also by virtue of the oral Real Estate Sale Contract previously entered into in regard to the below-described subject real estate on or about 3/19/1996 by and between the Defendant and Seller herein, Catherine W. Brooks, and the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004, as is more fully and particularly stated, set forth, described, and referenced herein below.

6. The real estate that is the subject matter of this lawsuit (hereafter designated and referred to as "**Property**") is situate in Colleton County, South Carolina and is more fully and particularly described, as follows:

PARCEL NO. 1: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, about three (3) miles southeast of the Town of Walterboro, containing Two and five-tenths (2.5) acres, more or less, butting and bounding, now or formerly, and measuring, as follows: On the Northeast by lands now or formerly of L. G. Fishburne for a distance of 2,351.1' feet; on the East by an SCE&G right-of-way- for a distance of 48.8' feet; on the Southwest by lands now or formerly of Marshall W. Catterton for a distance of 2,354.9' feet; and on the Northwest by lands now or formerly of Kenneth R. Walker for a distance of 44.2' feet; together with an easement for ingress and egress over and across any easements, oral or written and recorded or unrecorded which the Grantor may possess over the 100.0' foot wide SCE&G right-of way referenced in the above real estate description. Be all the aforesaid distances and measurements, more or less. It is the Grantor's intent that this easement for ingress and egress vest in the Grantee, her heirs and assigns forever, and run with the land. The aforesaid 2.5 acre strip of land formerly being a portion of a tract of land previously designated as Colleton County TMS No: 195-00-00-047.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed to Kenneth Walker by Deed of W. C. Walker dated 10/10/1989 and recorded 7/24/1990 in Colleton County Deed Book 495, at Page 324.

TMS NO: 195-00-00-130 (2.5 acres)

PARCEL NO. 2: All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, approximately three (3) miles south of the Town of Walterboro, containing Nine and five-tenths (9.5) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by lands now or formerly of Starr Bennett; On the East by lands now or formerly of Kenneth R. Walker; On the South by the right-of-way of S.C. Secondary Road No. S-15-377; and on the West by the right-of-way of S.C. Highway No. 303.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed unto Kenneth Walker by Deed from Colleton County, South Carolina dated and recorded 8/24/1987 in Colleton Deed Book 389, at Page 243; and being the same property previously conveyed to Colleton County, South Carolina by the Master's Deed in regard to and the result of a civil action filed against M.C. Bryant, et. al., which Master's Deed was dated and recorded 3/8/1982 in Colleton County Deed Book 241, at Page 123.

TMS NO: 195-00-00-155 (9.5 acres)

PARCEL NO. 3: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing Three and fifty-two hundredths (3.52) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southeast by lands now or formerly of W. S. Simons and by a forty (40.0') feet wide strip of land reserved and retained for the purpose of providing access, ingress, and egress to the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southwest by a 2.0 acre tract of land now or formerly of Sherman L. McGraw and Geraldine B. McGraw; and on the Northwest by lands now or formerly of F. C. Walker.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by a Deed from his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed from Roy C. Walker dated 12/1/1977 and recorded 12/6/1977 in Colleton County Deed Book 192, at Page 176; and the aforesaid 3.52 acre tract of land is composed of a 5.01 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 10/17/1968 and recorded in Colleton County Deed Book 150, at Page 298, together with a 0.51 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 7/26/1965 and recorded in Colleton County Deed Book 138, at Page 381, LESS, SAVE, AND EXCEPT a 2.0 acre tract of land previously conveyed out of the aforesaid 5.52 acre tract of land by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by his Deed dated 8/14/1973 and recorded in Colleton County Deed Book 172, at Page 139.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

PARCEL NO. 4: All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, about three (3) miles South of the Town of Walterboro, containing Eleven (11.0) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by lands now or formerly of F. C. Walker; On the Southeast by lands now or formerly of W. S. Simons; On the Southwest by a 1.838 acre tract of land now of Catherine W. Brooks, and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker; On the West by lands now or formerly of F. C. Walker; and on the Northwest by lands now or formerly of F. C. Walker. The aforesaid property is more fully shown, described, and delineated by reference to an unrecorded Plat thereof prepared by W. Gene Whetsell, R. L. S. No. 3131, dated January 27, 1971.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

PARCEL NO. 5: All that certain piece, parcel, or tract of land, situate, lying and being in Colleton County, South Carolina, in the Ritter School District, containing Fifteen and sixteen hundredths (15.16) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by the run of a creek separating the within tract from lands now or formerly of Bennett and formerly being lands C. B. Simons; On the East by lands now or formerly of F. C. Walker of which lands the within tract was formerly a portion thereof; On the South by the right-of-way of a private road separating the within tract from lands now or formerly of F. C. Walker; and on the West by lands now or formerly of Kenneth R. Walker and by lands now or formerly of Bennett. The aforesaid property is more fully shown, described, and delineated by reference to a Plat thereof prepared by J.N. Frank, R.L.S., dated 5/21/1966 and recorded in Colleton County Plat Book 12, at Page 87.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated 2/5/2002 and recorded on 2/11/2003 in Colleton County Deed Book 1004, at Page 61; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (15.16 acres)

FOR A FIRST CAUSE OF ACTION
(Breach and Specific Performance of Contract for Sale of Real Estate Action)

7. That all of the allegations contained and set forth in and under Paragraph Nos. 1 through 6, inclusive, herein above, are incorporated herein by reference as fully and completely as if repeated and rewritten hereunder verbatim.

8. That the Plaintiffs as the surviving children, heirs, and named devisees under the Last Will and Testament dated 01/27/1988 of their late father and aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who as the Purchaser, prior to his testate death on 9/20/2008, entered into on or about 3/19/1996 an oral Contract For Sale of Real Estate (hereafter designated and referred to as "Contract" and/or "Agreement" and/or "Real Estate Sale Contract") with his sister and the Defendant herein, Catherine W. Brooks, as the Seller, whereby the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who was the original fee-simple owner of the above-described subject real estate prior to conveying it to his sister and the Defendant herein, Catherine W. Brooks, agreed to buy such real property back from the Defendant pursuant to the terms and conditions of their aforesaid oral Real Estate Sale Contract originally entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004 as more fully stated, set forth, and described herein below, at an agreed total purchase price of \$60,000.00 as provided therein, are hereby filing this action for breach of contract and for the specific performance of such aforesaid partially performed Real Estate Sale Contract concerning and pertaining to the above-described subject real estate situate in Colleton County, South Carolina; and the Plaintiffs are informed and believe that venue in this case is proper in Colleton County under Section 15-7-10 (1) of the 1976 S.C. Code of Laws and this Court is vested with proper jurisdiction over the subject matter hereof and the parties hereto.

9. That the above-named Plaintiffs, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, are the three (3) surviving children, heirs at law, and named devisees under the Last Will and Testament dated 01/27/1988 of the Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who died testate on 9/20/2008 in Colleton County, South Carolina, and who at the time of his testate death on 9/20/2008 was the contractual purchaser of the above-described subject real estate pursuant to the terms and conditions of the aforesaid oral Contract For Sale of Real Estate that he previously entered into as the Buyer with his sister and the Defendant herein, Catherine W. Brooks, as the Seller, on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004 and being more fully stated, set forth, and described herein below; and all of the above-described subject real estate is situate and located in Colleton County, South Carolina and is the

subject matter of the Plaintiffs' First Cause of Action as stated and set forth hereunder for breach and specific performance of the within partially performed Real Estate Sale Contract at an agreed purchase price in the total sum of \$60,000.00 pursuant to the terms, conditions, and provisions of the aforesaid oral Real Estate Sale Contract originally entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004 as more fully stated, set forth, described herein below, concerning and pertaining to the purchase and sale as contemplated thereunder of all of the above-described subject real estate.

10. That pursuant to the terms, conditions, and provisions of the aforesaid partially performed oral Contract for Sale of Real Estate previously made and entered into for good and valuable consideration on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004 as more fully stated, set forth, and described herein below, by and between the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, his heirs and assigns forever, as Purchaser(s), and by the Defendant herein, Catherine W. Brooks, her heirs and assigns forever, as Seller, who agreed to sell the above-described subject real estate unto her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, who agreed to buy back the above-described subject real estate from his Sister and Defendant herein, Catherine W. Brooks, as Seller, for the total agreed contract purchase price of \$60,000.00 to be paid by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, and/or his heirs and assigns, as Purchaser(s), unto the above-named Defendant, Catherine W. Brooks, and/or her heirs and assigns as Seller, on an installment basis; and the Defendant, Catherine W. Brooks, as the Seller, was required under the terms and conditions of such aforesaid partially performed Real Estate Sale Contract upon the full payment and/or tender by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, and/or his heirs and assigns, as Purchaser(s), of the entire balance due and owing upon the agreed purchase price therefor in the total sum of \$60,000.00 to promptly execute, issue and deliver unto the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, and/or his heirs and assigns, as Purchaser(s), a General Warranty Deed conveying unto them as the lawful Purchaser(s) thereof the above-described subject real estate free and clear of all liens and encumbrances thereon.

11. That the validity, existence, formation, terms, and conditions of the above-referenced partially performed Real Estate Sale Contract regarding the sale of all of the above-described subject real estate at an agreed purchase price in the total sum of \$60,000.00 pursuant to the provisions of the aforesaid oral Contract for Sale of Real Estate previously entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by a handwritten document dated 7/16/2004 as more fully stated, set forth, and described herein below, by and between the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, his heirs and assigns forever, as Purchaser(s), and by the Defendant, Catherine W. Brooks, her heirs and assigns forever, as Seller, and the partial performance thereof is hereby further supported, evidenced, and corroborated by certain relevant facts, events, and/or documents as more fully stated and set forth, as follows:

(A.) Parcel No. 1 (2.5 acres), Parcel No. 2 (9.5 acres), Parcel No. 3 (3.52 acres), and Parcel No. 4 (11.0 acres) were all previously owned in fee-simple solely, absolutely, and continuously by the aforesaid Decedent herein, Kenneth Ray Walker, from 1989 until 3/19/1996 as to Parcel No. 1, and from 1987 until 3/19/1996 as to Parcel No. 2, and from 1982 until 3/19/1996 as to Parcel No. 3 and Parcel No. 4, when all such aforesaid four (4) parcels of land were conveyed unto the Defendant herein, Catherine W. Brooks, as Grantee, by a General Warranty Deed from her brother and the aforesaid Decedent herein, Kenneth R. Walker, as Grantor, for the purported price and consideration in the total sum of \$13,250.00 as stated therein, which Deed was dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129; however, such purported price and consideration in the total sum of \$13,250.00 as stated and set forth in the above-referenced Deed was never actually paid or delivered or given by the Defendant, Catherine W. Brooks, as the Grantee and Purchaser, unto her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the Grantor and Seller, for the purchase of the aforesaid four (4) parcels of land containing an aggregate total of 26.52 acres, more or less; and a copy of such Deed is attached hereto as **Exhibit "B"** and the contents and provisions thereof are incorporated hereunder by specific reference thereto.

(B.) Parcel No. 5 (15.16 acres) was previously owned in fee-simple solely, absolutely, and continuously by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, from 1982 until 2/11/2003 when such aforesaid 15.16 acre tract of land was given and conveyed unto the Defendant herein, Catherine W. Brooks, as Grantee, by a General Warranty Deed from her brother and the aforesaid Decedent herein, Kenneth R. Walker, as Grantor, for the price and consideration in the total sum of \$5.00 as stated therein, which Deed was dated 2/5/2002 and recorded on 2/11/2003 in Colleton County Deed Book 1004, at Page 61; and a copy of such Deed is attached hereto as **Exhibit "C"** and the contents thereof are incorporated hereunder by specific reference thereto. and the aforesaid Deed also purportedly conveyed a 1.838 acre tract of land from the aforesaid Decedent herein, Kenneth R. Walker, as Grantor, unto his sister and Defendant herein, Catherine W. Brooks, as Grantor, however, such purported 1.838 acre tract of land, which is now designated as Colleton County TMS No. 195-00-00-152

was never actually conveyed thereunder unto the Defendant, Catherine W. Brooks, as Grantee, because such 1.838 acre tract of land had been previously conveyed by Kenneth R. Walker, as Grantor, unto his nephew, John R. Walker, as Grantee, for the stated purchase price and consideration of \$3,000.00 by Deed dated 4/19/1994 and recorded on 4/20/1994 in Colleton County Deed Book 626, at Page 5; and a copy of such Deed is attached hereto as **Exhibit "D"** and the contents and provisions thereof are incorporated hereunder by specific reference thereto.

(C.) The aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, his heirs and assigns forever, as Purchaser(s), originally entered into a valid and enforceable oral Contract for the Sale of Real Estate on or about 3/19/1996 with the Defendant, Catherine W. Brooks, as Seller, for the purchase of the above-described subject real estate, which oral Real Estate Sale Contract dated 3/19/1996 was as subsequently orally amended and revised by the aforesaid parties thereto on or about 5/1/2003 as thereafter evidenced by a written document dated 7/16/2004 handwritten by the Defendant and Seller herein, Catherine W. Brooks, at the request of the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, and fixing and setting the purchase price for all of the above-described subject real estate at the total amount of \$60,000.00 to be paid by such Purchaser and Decedent herein, Kenneth Ray Walker, unto the Defendant and Seller herein, Catherine W. Brooks, on an installment basis in part from the rental income generated and derived from the leasing of a portion of the above-described subject real estate described as a 17.1 acre tract of land situate near and just off Cooks Hill Road and designated as Colleton County TMS No. 195-00-00-069 pursuant to the provisions of a written Lease Agreement entered into on or about 5/1/2003 by and between the Defendant, Catherine W. Brooks, as Lessor, and Henry L. Herndon a/k/a Larry Herndon, as Lessee, with a copy of such aforesaid handwritten document dated 7/16/2004 being attached hereto as **Exhibit "E"** and with a copy of such Lease Agreement dated 5/1/2003 being attached hereto as **Exhibit "F"** and all of the contents, terms, conditions, and provisions thereof are hereby pleaded and incorporated hereunder by specific reference thereto; and the aforesaid handwritten document dated 7/16/2004 now governs and controls the prior oral Real Estate Sale Contract entered into by such aforesaid parties thereto as Purchaser and Seller on or about 3/19/1996 as subsequently orally revised by such parties thereto on or about 5/1/2003.

(D.) That the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, his heirs and assigns forever, as Purchaser(s), as expressly and mutually agreed to under and as a specified condition of the aforesaid oral Real Estate Sale Contract originally entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, with the Defendant, Catherine W. Brooks, as Seller, retained as the Purchaser thereof the right of entry to and the mineral rights for all of the above-described subject real estate and such aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, with the help and assistance of his son and now the Personal Representative of his Estate and a Plaintiff herein, Roger Wendell Walker, continuously and exclusively occupied and used and maintained and controlled and remained in the actual sole and exclusive use, possession, dominion, and control of all of the subject real property as described herein above and procured Tenants and negotiated and entered into lease agreements for the leasing out of certain portions thereof at various times in the past and retained the rental income generated thereby and/or the use and benefits therefrom

from 3/19/1996, the date of the first Deed to the Defendant and Seller herein, Catherine W. Brooks, through and until the death on 9/20/2008 of the aforesaid Decedent herein, Kenneth Ray Walker, and thereafter until the present time.

(E.) That the Defendant and Seller herein, Catherine W. Brooks, after orally amending and revising on or about 5/1/2003 the aforesaid oral Contract for Sale of Real Estate previously entered into on or about 3/19/1996 with the aforesaid Decedent herein, Kenneth Ray Walker, as Purchaser, and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, kept and prepared in her own handwriting a Real Estate Installment Sale Contract Payments Ledger that now shows and reflects the correct contract balance in the sum of \$27,400.00 now remaining justly due and owing unto the Defendant, Catherine W. Brooks, as the Seller herein, upon the agreed total price of \$60,000.00 for the purchase of all of the above-described subject real estate pursuant to the terms, conditions, and provisions of the aforesaid Contract for Sale of Real Estate as previously entered into and subsequently amended and revised in regard thereto, and also showing and reflecting all credits for prior contract payments as previously granted by the Defendant and Seller herein, Catherine W. Brooks, in the total aggregate sum of \$32,600.00 for twenty-one (21) separate installment contract payments in varying amounts made by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, from 01/01/2003 through and until 9/15/2008; and a copy of such aforesaid Real Estate Installment Sale Contract Payments Ledger kept and prepared by the Defendant and Seller herein, Catherine W. Brooks, is attached hereto as **Exhibit "G"** and the contents and provisions thereof are hereby pleaded and incorporated hereunder by specific reference thereto.

(F.) That the Defendant, Catherine W. Brooks, as previously agreed, fully paid off and satisfied on 2/20/2004 for and on behalf of the aforesaid Decedent herein, Kenneth Ray Walker, by making installment payments at the rate of \$200.00 per month unto their sister, Jane W. Ballagh, over a period of 58 months from 7/4/2000 through 2/20/2004 a loan debt in the total sum of \$11,600.00 due and owing by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the Borrower, unto his sister, Jane W. Ballagh, as the Lender, pursuant to the terms, conditions, and provisions of an oral loan agreement that they previously entered into with regard to a portion of the above-described subject real estate known herein as Parcel No. 2 and being a 9.5 acre tract of land designated as Colleton County TMS No. 195-00-00-155, which aforesaid total loan debt for Parcel No. 2 (9.5 acres) in the total sum of \$11,600.00 as paid by the Defendant, Catherine W. Brooks, unto her sister, Jane W. Ballagh, on behalf of their brother and the aforesaid Decedent herein, Kenneth Ray Walker, constitutes a portion of the agreed purchase price in the total amount of \$60,000.00 to be paid by the aforesaid Decedent, Kenneth Ray Walker, as the original Purchaser herein, unto the Defendant, Catherine W. Brooks, as the Seller, for the purchase of all of the above-described subject real estate; and the Plaintiffs have attached hereto collectively as **Exhibit "H"** and are hereby pleading and incorporating hereunder by specific reference thereto a copy of the handwritten Loan Payments Receipt Statement dated 7/8/2008 prepared and signed by Jane W. Ballagh along with a copy of the handwritten Loan Payments Ledger prepared by Jane W. Ballagh showing a total of 58 monthly installment payments being made at the rate of \$200.00 per month and reflecting loan payments in the aggregate amount of \$11,600.00 that was comprised of principal payments in the total sum of \$9,270.00 plus interest payments in the total sum of \$2,330.00, being made from 7/4/2000

through 2/20/2004 by her sister and the Defendant herein, Catherine W. Brooks, for and on behalf of their brother and the aforesaid Decedent herein, Kenneth Ray Walker.

(G.) That the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, thereafter tendered in writing by a letter dated 9/15/2008 and forwarded on his behalf and prior to his testate death on 9/20/2008 by his undersigned legal counsel to the Defendant and Seller herein, Catherine W. Brooks, payment in the total amount of \$2,893.87 along with a proposed General Warranty Deed to be executed and returned by the Defendant for purposes of recording, which aforesaid tender of payment in the total sum of \$2,893.87 includes therein the principal balance of \$2,000.00, plus reimbursement of property taxes in the sum of \$893.87 previously paid by such Defendant, all as calculated at such time by the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, to be the correct amount still due and owing unto the Defendant and Seller herein, Catherine W. Brooks, by using an aggregate purchase price in the total sum of \$34,600.00 based on the Defendant's prior payment of such aforesaid Decedent's indebtedness in the total sum of \$23,000.00 owed to their brother, Roy C. Walker, and based on the Defendant's prior payment of such aforesaid Decedent's loan debt in the total sum of \$11,600.00 owed to their sister, Jane W. Ballagh, in regard to a portion of the above-described subject real estate known herein as Parcel No. 2 being a 9.5 acre tract of land designated as Colleton County TMS No. 195-00-00-155, less all just credits and deductions therefrom for the aforesaid 21 installment contract payments in the total sum of \$32,600.00 (See **Exhibit "G"** already attached hereto) made from 01/01/2003 through 9/15/2008 by the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker, unto the Defendant and Seller herein, Catherine W. Brooks, which aforesaid Decedent's tender of payment on 9/15/2008 in the total sum of \$2,893.87 along with the proposed General Warranty Deed attached thereto for the proper execution and immediate return by the Defendant for purposes of recording was promptly refused in bad faith and wrongfully rejected by the Defendant and Seller herein, Catherine W. Brooks, without any legal justification on her part in direct breach and violation of her contractual duties and obligations owed as the Seller herein unto the aforesaid Decedent, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the original Purchaser herein; and a copy of such letter dated 9/15/2008 tendering the payment of the aforesaid total sum of \$2,893.87 as previously calculated by the aforesaid Decedent herein to be justly due and owing at such time unto the Defendant, Catherine W. Brooks, as the Seller herein, along with the proposed General Warranty Deed and all other documents attached thereto are attached hereto collectively as **Exhibit "I"** and the contents thereof are hereby pleaded incorporated hereunder by specific reference thereto.

(H.) That the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, thereafter died testate on 9/20/2008 leaving as his surviving heirs at law and the named devisees under Item II of his Last Will and Testament dated 01/27/1988 his three (3) children being the above-named Plaintiffs, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, and as a direct and proximate result thereof all of the contractual rights, titles, and interests in and the above-described subject real estate pursuant to the terms and conditions of the aforesaid partially performed oral Contract for Sale of Real Estate dated 3/19/1996 as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004,

which were owned and held by the aforesaid Decedent, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the original Purchaser herein at the time of his testate death on 9/20/2008 concerning and pertaining to the above-described subject real estate was inherited in three (3) equal shares to share and share alike as tenants-in-common by the within Plaintiffs, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the devisees named under Item II of the Will dated 01/27/1988 of their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, upon his testate death on 9/20/2008, which Will was filed in the Estate of Kenneth Ray Walker administered with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226; and a copy of the aforesaid Decedent's Death Certificate is attached hereto as **Exhibit "J"** and a copy of the aforesaid Decedent's Will dated 01/27/1988 is attached hereto as **Exhibit "K"** and a copy of the Form 300 PC filed in such aforesaid Decedent's Estate administered with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226 is attached hereto as **Exhibit "L"** and the contents and provisions of all such above-referenced exhibits and probate documents are hereby pleaded and incorporated hereunder by specific reference thereto.

(I.) That the above-named Plaintiffs as the surviving children and heirs at law and named devisees under the Last Will and Testament of their late father and the aforesaid Decedent and Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, after his testate death on 9/20/2008, tendered in writing by a letter dated 9/26/2008 and forwarded on their behalf by their undersigned legal counsel herein unto the Defendant and Seller herein, Catherine W. Brooks, payment in full satisfaction of the entire contract balance in the sum of \$27,400.00 still due and owing on the purchase price as agreed to under provisions of the aforesaid Real Estate Sale Contract, plus complete reimbursement in the sum of \$893.87 for all real property taxes and assessments previously paid by the Defendant, Catherine W. Brooks, in regard to the above-described subject real estate, along with an appropriate General Warranty Deed attached thereto for the due and proper execution and immediate return for purposes of recording by such Seller, which aforesaid tender of the full payment of the contract balance in the total sum of \$28,293.87 along with the attached proposed General Warranty Deed made on or about 9/26/2008 by and on behalf of the above-named Plaintiffs as the lawful Purchasers herein by the inheritance of such contractual rights upon the testate death on 9/20/2008 of the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker, was promptly refused and rejected on 9/29/2008 in a wrongful and bad-faith manner and fashion by the Defendant and Seller herein, Catherine W. Brooks, without any legal justification on her part in direct breach, default, and violation of her contractual duties and obligations as the Seller herein pursuant to the provisions and requirements of the aforesaid oral Real Estate Sale Contract originally entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004; and a copy of such letter dated 9/26/2008 tendering the full and complete payment of the aforesaid contract balance in the sum of \$27,400.00, plus reimbursement in the sum of \$893.87 for prior real property taxes paid, as justly due and owing unto the Defendant, Catherine W. Brooks, as the Seller herein, along with the proposed General Warranty Deed and all other documents attached thereto are attached hereto collectively as **Exhibit "M"** and the contents thereof are hereby pleaded incorporated hereunder by specific reference thereto.

12. That all of the terms, contingencies, and conditions precedent as required for a General Warranty Deed to the above-described subject real estate to be executed, issued, and delivered unto the Plaintiffs, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as Purchasers, as expressly agreed to by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the original Purchaser, and the above-named Defendant, Catherine W. Brooks, as the original Seller, when they previously entered into the aforesaid oral Contract for Sale of Real Estate with each other on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, have now been fully and completely satisfied, performed, and complied with by the above-named Plaintiffs as the current and lawful contract Purchasers by inheritance of the above-described subject real estate.

13. That the Plaintiffs along with their late father and aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as their predecessor in title and interest as to the above-described subject real estate, have fully and completely and satisfactorily performed and fulfilled in a timely manner and conforming fashion all of their duties and obligations as the Purchasers under the terms and conditions of the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into with the Defendant, Catherine W. Brooks, as Seller, on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, including, but not limited to the Plaintiffs' prior tender on or about 9/26/2008 of an appropriate General Warranty Deed along with complete payment in full unto the Defendant and Seller herein, Catherine W. Brooks, of the entire contract balance in the sum of \$27,400.00 remaining justly due and owing unto such Seller upon the agreed purchase price in the total sum of \$60,000.00 for the above-described subject real estate, plus full reimbursement in the sum of \$893.87 for all real property taxes and assessments previously paid in regard thereto by the Defendant and Seller herein, Catherine W. Brooks, all as required in order for the Plaintiffs to be issued a General Warranty Deed properly executed by the Defendant and Seller herein, Catherine W. Brooks, and conveying unto such Plaintiffs good and marketable fee-simple title in and to the above-described subject real estate, free and clear of any and all liens and encumbrances thereon and subject to any and all lease contracts thereon.

14. That the terms and conditions of the aforesaid oral and partially performed oral Contract for Sale of Real Estate previously entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, in regard to the above-described subject real estate have been materially breached and substantially broken by the Defendant, Catherine W. Brooks, as the Seller herein, who is now in violation and default thereof by her continued wrongful and bad-faith failure and refusal, without any legal cause or justification on her part, to accept the prior tender from the Plaintiffs on 9/26/2008 of full payment in complete satisfaction of the entire balance due and owing upon the aforesaid Contract for Sale of Real Estate and by her continued failure and refusal in bad-faith to execute or deliver or return a General Warranty Deed conveying the above-described subject real estate unto the Plaintiffs, as Purchasers; and such breach and default on the part of the Defendant, Catherine W. Brooks, as the Seller herein under the agreed terms, conditions, and provisions of the aforesaid partially performed oral Contract for Sale of Real Estate entered into on or about 3/19/1996 as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, is continuing in nature since the Defendant and Seller herein, Catherine W. Brooks, even after repeated requests and written demands of the Plaintiffs to do so, continues to fail and refuse to accept the tender from the Plaintiffs of full payment of the aforesaid contract balance due and owing herein and continues to fail and refuse to execute or deliver or return a General Warranty Deed conveying the above-described subject real estate unto the above-named Plaintiffs, as Purchasers, as required and agreed to pursuant to the terms and conditions of such aforesaid partially performed Contract for Sale of Real Estate upon the tender of full and complete payment by the Plaintiffs of the entire agreed purchase price in regard thereto.

15. That the Plaintiffs and the aforesaid Decedent herein previously gave the Defendant, Catherine W. Brooks, all written right to cure default notices as required under South Carolina Law concerning such Defendant's prior breaches, violations, and default upon her duties and obligation owed as Seller unto the Plaintiffs as Purchasers under the terms and conditions of the aforesaid partially performed Contract for Sale of Real Estate previously entered into in regard to the above-described subject real estate as more fully stated, set forth, and alleged herein.

16. That at all times mentioned herein the above-described subject real estate was and still is free and clear of any and all liens and encumbrances thereon, but is subject to the terms, conditions, and provisions of certain Lease Contracts previously entered into in regard thereto, and the Plaintiffs were and still are ready, willing, and able to promptly and satisfactorily perform all required terms and conditions and meet and comply with all of their duties and obligations as the Purchaser(s) pursuant to the provisions of the aforesaid partially performed Contract for Sale of Real Estate previously entered into in regard to the above-described subject real estate by purchasing the subject real property as more fully described herein above under an appropriate General Warranty Deed with a stated total consideration of \$60,000.00 to be properly executed and delivered by the Defendant, Catherine W. Brooks, as the Seller and Grantor herein, transferring and conveying unto the above-named Plaintiffs, as the Purchasers and Grantees herein, in equal undivided interests as tenants-in-common the full and complete fee-simple absolute title in and to the above-described subject real estate immediately and simultaneously upon the full payment by such Plaintiffs either into the Court or unto the Defendant, Catherine W. Brooks, as this Court shall hereafter direct, of the entire balance in the sum of \$27,400.00 that still remains due and owing upon the aforesaid total agreed contract purchase price of \$60,000.00 for all of the above-described subject real estate along with payment by the Plaintiffs in the sum of \$893.87 as full reimbursement of all property taxes previously paid on the subject real estate by the Defendant, all as previously tendered on 9/26/2008 by the Plaintiffs unto the Defendant.

17. That the above-named Plaintiffs, as Purchasers, are now entitled to as a matter of law and still desire to receive from the Defendant, Catherine W. Brooks, as the Seller herein, a properly executed General Warranty Deed conveying unto such Plaintiffs, as tenants-in-common, an equal one-third (1/3rd) undivided fee-simple interest each in and to the above-described subject real estate free and clear of any and all liens and encumbrances thereon and subject to any and all lease contracts thereon based upon and as a result of the above-named Plaintiffs, as the Purchasers herein, satisfactorily fulfilling and complying with all required terms and conditions of the aforesaid partially performed oral Contract for Sale of Real Estate entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, based upon and as a result of the Plaintiffs' prior tender on 9/26/2008 of the full and complete

payment in the sum of \$28,293.87 unto the Defendant, Catherine W. Brooks, as the Seller, in satisfaction of the entire balance of \$27,400.00 still remaining due upon the agreed contract purchase price in the total amount of \$60,000.00, plus the sum of \$893.87 as full reimbursement of all property taxes previously paid by the Defendant, as was then justly due and owing unto such Defendant, Catherine W. Brooks, as the Seller herein, under the terms and conditions of the aforesaid partially performed Contract for Sale of Real Estate concerning and pertaining to and governing and controlling the sale and purchase of all of the above-described subject real estate.

18. That based on the terms and conditions of the aforesaid partially performed Contract for Sale of Real Estate in regard to the above-described subject real estate having been materially breached and substantially broken and violated by the Defendant and Seller herein, Catherine W. Brooks, as more fully stated and set forth herein above, the Plaintiffs are informed and believe as a direct and proximate result thereof that they are thus entitled to equitable relief and do hereby elect to seek the equitable remedy of specific performance herein concerning the performance on the part of the Defendant and Seller herein, Catherine W. Brooks, of such defaulted aforesaid partially performed Contract for Sale of Real Estate originally entered into by and between the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, and the Defendant and Seller herein, Catherine W. Brooks, as an oral contract on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004.

19. The Plaintiffs are further informed and believe that they are entitled to have this Court rule and adjudicate as a matter of law that the aforesaid partially performed oral Contract for Sale of Real Estate originally entered into on or about 3/19/1996 as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, constitutes a legally valid and fully enforceable contract with its terms and conditions governing and controlling the purchase and sale of the above-described subject real estate and declare the Defendant, Catherine W. Brooks, as the Seller herein, to be the sole party in breach and default and violation of the terms and conditions of the aforesaid partially performed Contract for Sale of Real Estate.

20. That the Plaintiffs are also informed and believe that they are entitled to have this Court issue and enter a Final Order and Decree in favor of the Plaintiffs requiring, directing, and compelling the Defendant and Seller herein, Catherine W. Brooks, as the sole party in default in this matter, to specifically perform all of her duties and obligations owed as the Seller herein unto the Plaintiffs as the Purchasers herein under and pursuant to the terms, conditions, and provisions of the aforesaid partially performed oral Contract for Sale of Real Estate originally entered into on or about 3/19/1996, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, including, but not limited to, the sale, transfer, and conveyance of the full and complete fee-simple absolute title in and to the above-described subject real estate unto the Plaintiffs, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the Purchasers and Grantees, by the Defendant, Catherine W. Brooks, as the Seller and Grantor, by her proper execution and delivery, immediately upon the full payment by such Plaintiffs either into the Court or unto the Defendant, Catherine W. Brooks, as this Court shall hereafter direct, of the entire balance in the sum of \$27,400.00 that still remains due and owing upon the aforesaid total agreed contract purchase price of \$60,000.00 for all of the above-described subject real estate along with payment by the Plaintiffs in the sum of \$893.87 as full reimbursement of all property taxes previously paid on the subject real estate by the Defendant, all as previously tendered on 9/26/2008 by the Plaintiffs unto the Defendant, of a General Warranty Deed with a stated consideration of \$60,000.00 transferring and conveying unto each of the above-named Plaintiffs an equal one-third (1/3rd) undivided fee-simple interest each as tenants-in-common in and to the above-described subject real estate, free and clear of any and all liens and encumbrances thereon and subject to any and all lease contracts thereon, based upon the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, being the lawful owner at the time of his testate death of all contractual rights, titles, and interests in and to the above-described subject real estate.

21. That the Plaintiffs are informed and believe that they are entitled based on the facts and circumstances hereof and as an alternative means of equitable relief to have this Court provide a proper equitable remedy by issuing and entering in favor of the above-named Plaintiffs an appropriate confirmatory Court Deed with a stated total consideration of \$60,000.00 transferring and conveying unto each the above-named Plaintiffs, as Grantees, an equal undivided one-third (1/3rd) undivided fee-simple interest each as tenants-in-common in and to all of the above-described subject real estate, free and clear of any and all liens and encumbrances thereon and subject to any and all lease contracts thereon, immediately upon the full payment by such Plaintiffs either into the Court or unto the Defendant, Catherine W. Brooks, as this Court shall hereafter direct, of the entire balance in the sum of \$27,400.00 that still remains due and owing upon the aforesaid total agreed contract purchase price of \$60,000.00 for all of the above-described subject real estate along with payment by the Plaintiffs in the sum of \$893.87 as full reimbursement of all property taxes previously paid on the subject real estate by the Defendant, all as previously and properly tendered on 9/26/2008 by the Plaintiffs unto the Defendant, which equitable relief and remedy as requested hereunder is fully justified and necessary based upon and as a result of the Plaintiffs as the rightful and lawful Purchasers herein of the above-described subject real estate by inheritance having previously satisfactorily fulfilled and complied with all required terms and conditions of the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into in regard to the purchase and sale of the above-described subject real estate on or about 3/19/1996 by and between the Defendant, Catherine W. Brooks, as Seller, and her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004 fixing and setting an agreed total purchase price of \$60,000.00 for the above-described subject real estate.

FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment Action based on the creation of an Express Trust and/or a
Constructive Trust and/or a Resulting Trust)

22. That all of the allegations contained and set forth in and under Paragraph Nos. 1 through 21, inclusive, herein above, are incorporated herein by reference as fully and completely as if repeated and rewritten hereunder verbatim.

23. That the Plaintiff hereby brings this declaratory judgment action pursuant to Sections 15-53-10, et. seq., of the 1976 S.C. Code of Laws (Uniform Declaratory Judgments Act) for the purpose of determining and declaring the respective legal, equitable, and beneficial rights, titles, and interests now owned and held and the fiduciary duties and contractual obligations owed to each other, if any, in regard to the above-described subject real estate by the above-named parties hereto and for the purpose of having have this Court determine, adjudicate, and declare as a matter of law that the prior dealings and transactions in good faith concerning and in regard to the above-described subject real estate by and between the aforesaid Decedent herein, Kenneth Ray Walker, as the original fee-simple owner thereof, and his beloved sister and Defendant herein, Catherine W. Brooks, resulted in the creation of and the placement of the above-described subject real estate into either an Express Trust and/or a Constructive Trust and/or a Resulting Trust, as to be determined by this Court under the fact and circumstances hereof, with the Defendant, Catherine W. Brooks, as the Trustee thereof, and with her beloved brother and aforesaid Decedent herein, Kenneth Ray Walker, as the original sole beneficiary thereof, and with the above-named Plaintiffs becoming the ultimate beneficiaries thereof upon the testate death on 9/20/2008 of their late father and aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as his three (3) surviving children, heirs at law, and devisees named in his Last Will and Testament dated 01/27/1988 and filed in the Estate of Kenneth Ray Walker administered with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226.

24. The Defendant, Catherine W. Brooks, was the Sister of the Plaintiffs' late father and the Decedent herein, Kenneth Ray Walker, and such Defendant is also the Aunt of the above-named Plaintiffs, and at all times prior to and at the time of the execution, delivery, and recording of the two (2) above-referenced Deeds transferring the above-described subject real estate containing an aggregate total of 41.68 acres of land with all buildings and improvements thereon for a stated total deed consideration in the aggregate sum of \$13,255.00 from Kenneth R. Walker, as Grantor, unto his sister, Catherine W. Brooks, as Grantee, with the first such Deed conveying Parcel No. 1 (2.50

acres), Parcel No. 2 (9.50 acres), Parcel No. 3 (3.52 acres), and Parcel No. 4 (11.00 acres) to the Defendant, Catherine W. Brooks, for the aggregate consideration as stated therein of \$13,250.00 for a total of 26.52 acres, which aforesaid first Deed was dated and recorded on 3/19/1996 in Colleton County Deed Book 717, at Page 129, and with the second such Deed conveying Parcel No. 5 (15.16 acres) to the Defendant, Catherine W. Brooks, for the total consideration as stated in such Second Deed in the aggregate sum of \$5.00 for the 15.16 acre tract of land conveyed thereunder, which aforesaid second Deed was dated 2/5/2002 and recorded on 2/11/2003 in Colleton County Deed Book 1004, at Page 61, the most confidential relations existed between the Plaintiffs' now deceased father, Kenneth Ray Walker, and his sister and Defendant herein, Catherine W. Brooks; and the Decedent herein, Kenneth Ray Walker, reposed great trust and confidence in his sister and the Defendant herein, Catherine W. Brooks, and the aforesaid Decedent herein relied on the advice and assistance of his sister and the Defendant herein, Catherine W. Brooks, in regard to such aforesaid Decedent's property and business affairs and other personal affairs; and at all times mentioned in this Complaint the aforesaid Decedent herein, Kenneth Ray Walker, and his three (3) children being the above-named Plaintiffs herein, all believed that the Defendant, Catherine W. Brooks, would deal fairly, honestly, justly, and in good faith with them both before and after the death of the aforesaid Decedent herein, Kenneth Ray Walker, and they all believed that the Defendant, Catherine W. Brooks, would never betray their trust in her or abuse or take advantage of their confidential relationships or breach any fiduciary duties owing to the aforesaid Decedent herein and the above-named Plaintiffs as the beneficiaries of the land trust that the Defendant managed, operated, and supervised as the Trustee for their sole use and benefit as the beneficiaries thereof.

25. That at all times relevant to the matters stated in this Complaint, the above-named Plaintiffs and their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, and the Defendant, Catherine W. Brooks, were all part of and members of a close family bound together by love and devotion and each aforesaid family member had and reposed implicit trust and confidence in the other.

26. That with regard to all of the above-described subject real estate the Plaintiffs' late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the prior sole fee-simple legal and equitable Owner of the title thereto and as the sole Beneficiary thereof, previously entered into on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively, with the Defendant, Catherine W. Brooks, as the Grantee thereof and as the designated Trustee in regard thereto, two (2) express oral land trust agreements with respect and pertaining to the subject real estate as conveyed and described pursuant to the two (2) above-referenced General Warranty Deeds dated 3/19/1996 and 2/5/2002, respectively, whereby the aforesaid Decedent herein, Kenneth Ray Walker, would continue to be solely liable and responsible for the payment of some of the annual Colleton County real property taxes and assessments for certain portions of the above-described subject real estate and he would also continue to be in the sole and exclusive use, occupancy, possession, control, management, and supervision of the above-described subject real estate, and the aforesaid Decedent herein, Kenneth Ray Walker, would continue to receive the sole use and benefits of all of the rental and lease income and any other income generated and produced therefrom, which income was either given to such aforesaid Decedent in cash, or used to pay such aforesaid Decedent's bills, debts, and/or financial obligations, or placed and deposited into a special bank account set up for the sole use and benefit of such aforesaid Decedent herein, Kenneth Ray Walker, and he would also continue, at his sole cost and expense, to be solely liable and responsible for paying for the necessary upkeep and maintenance of and repairs to the above-described subject real estate, with the Defendant, Catherine W. Brooks, to continue to hold the legal title in and to all of the above-described subject real estate as the designated Trustee thereof for the sole use and benefit of the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the sole Beneficiary thereof during his lifetime, and after his death for the sole use and benefit of such aforesaid Decedent's surviving heirs, assigns, and devisees as the Beneficiaries thereof, with the express and mutual understanding, representation, promise, and agreement as an integral part and required condition contained in the provisions of both of the within oral express land trust agreements previously entered into by such aforesaid parties in regard thereto on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively, that at a later date the Defendant and Trustee herein, Catherine W. Brooks, would property execute and deliver a Deed reconveying all of the above-described subject real estate unto her brother and the aforesaid Decedent herein, Kenneth

Ray Walker, his surviving heirs at law and/or devisees immediately upon his or their oral or written request and demand to do so.

27. That on and at the time of and prior to the execution and delivery of the two (2) aforesaid General Warranty Deeds on 3/19/1996 and on 2/5/2002, respectively, by the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the Grantor and Trust Beneficiary, conveying the above-described subject real estate unto the Defendant, Catherine W. Brooks, as Grantee and as Trustee pursuant to the terms and conditions of two (2) oral express land trust agreements entered into in regard to the above-described subject real estate by and between the Defendant, Catherine W. Brooks, as Trustee, and her brother and the prior sole fee-simple owner of such real property and the aforesaid Decedent herein, Kenneth Ray Walker, as Beneficiary, contemporaneously or just prior to the respective dates of execution of both of the above-referenced Deeds of Conveyance, the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, had the utmost trust and confidence in his sister and the Defendant herein, Catherine W. Brooks, and her good faith duties, obligations, devotion, fidelity, and loyalty owed to him as the designated Trustee for such authorized purposes as provided and mutually agreed to pursuant to the terms and conditions of both of the aforesaid oral express land trust agreements created and established on or about 3/19/1996 and on or about 2/5/2002, respectively, for the sole use and benefit of the aforesaid Decedent herein and the prior sole fee-simple owner of the subject real estate, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the agreed and designated Beneficiary thereof along with his heirs, assigns, and devisees.

28. That by reason of the aforesaid trust and confidence placed in the Defendant, Catherine W. Brooks, by her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, based upon their prior dealings and close relationship as brother and sister and in reliance upon the oral representations made in regard thereto unto the aforesaid Decedent herein, Kenneth Ray Walker, by his sister and the Defendant herein, Catherine W. Brooks, as more fully stated, set forth, described, and referenced herein above, and in reliance on the oral promises made in regard thereto unto the aforesaid Decedent herein, Kenneth Ray Walker, by his sister and the Defendant herein, Catherine W. Brooks, concerning and pertaining to both of the aforesaid oral express land trust agreements previously entered into by such aforesaid parties thereto on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002 as more fully stated, set forth, described, and

referenced herein above, the aforesaid Decedent herein, Kenneth Ray Walker, and his son and a Plaintiff herein, Roger Wendell Walker a/k/a Roger W. Walker, from 3/19/1996 until the present time paid some of the property taxes for certain portions of the above-described subject real estate and continued in the sole and exclusive use, occupation, possession, control, management, maintenance, supervision, and upkeep of all of the above-described subject real estate, subject to the terms, conditions, and provisions of certain lease contracts entered into with respect to certain portions thereof with all such lease contracts in regard thereto being procured, negotiated, and handled by the aforesaid Decedent herein, Kenneth Ray Walker, with the aid and assistance of his son and a Plaintiff herein, Roger Wendell Walker, and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the prior sole Beneficiary of both of the above-referenced express land trust agreements herein from 3/19/1996 until his testate death on 9/20/2008 continued to receive the sole use and benefits of all of the rental income and sales revenues and any and all other income generated and produced therefrom, which rental income and sales revenues were either given to such aforesaid Decedent in cash, or used to pay such aforesaid Decedent's monthly bills, pre-designated debts and financial obligations, and/or placed and deposited into a special bank account set up for the sole use and benefit of the aforesaid Decedent herein, Kenneth Ray Walker.

29. That the Defendant, Catherine W. Brooks, has never paid any monies or agreed to pay any monies directly to the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, for the purchase by and conveyance to her of the above-described subject real estate, and has never paid direct unto the aforesaid Decedent herein, Kenneth Ray Walker, or otherwise expended or paid out on his behalf any amount or amounts which in their aggregate, even based on the Defendant's highly exaggerated and liberal estimated figures in such regard, come anywhere near or close to the current total fair market value of all of the above-described subject real estate, which has been estimated and is now believed to be approximately \$500,000.00 because of the marketable sand and fill dirt and certain other various valuable minerals and natural resources located and situate upon certain portions of the above-described subject real estate, nor has the Defendant, Catherine W. Brooks, ever paid any monies out of her own pocket for the upkeep, repairs, and maintenance to and of the above-described subject real estate.

30. That although the two (2) above-referenced Deeds dated 3/19/1996 and 2/5/2002, respectively, conveying the above-described subject real estate from the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Grantor, unto his sister and the Defendant herein, Catherine W. Brooks, as Grantee, were both absolute in form and purported on their face to transfer and convey unto the Defendant, Catherine W. Brooks, as Grantee, complete and absolute fee-simple title in and to the subject real property therein described, and although the first above-referenced Deed dated 3/19/1996 recites and states therein a consideration in the sum of \$13,255.00 and although the second above-referenced Deed dated 2/5/2002 recites and states therein a consideration in the sum of \$5.00, no adequate consideration was in fact paid unto the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the Grantor, by the Defendant, Catherine W. Brooks, as the Grantee, or by any another person or business entity for and on behalf of the Defendant; and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, did not intend by and through his prior execution and delivery unto his sister and the Defendant herein, Catherine W. Brooks, of the two (2) above-referenced Deeds dated 3/19/1996 and 2/5/2002, respectively, to sell or gift or transfer or convey or release all of his beneficial and/or equitable rights, titles, and interests in and to the above-described subject real estate unto his sister and the Defendant herein, Catherine W. Brooks, as Grantee, rather, the actual and intended purpose of the two (2) above-referenced Deeds dated 3/19/1996 and 2/5/2002, respectively, was to enable the Defendant, Catherine W. Brooks, as the Grantee thereof and the designated Trustee in regard thereto, to hold the legal title to all of the above-described subject real estate in trust for the sole use and benefit of the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the sole Beneficiary thereof for the remainder of his natural life and after his death for the sole use and benefit of the above-named Plaintiffs as the Beneficiaries thereof as a result of being the aforesaid Decedent's three (3) surviving children, heirs at law, and named devisees under his Will, for the specified uses and purposes as previously and mutually agreed upon and disclosed to each other by and between the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Beneficiary, and his sister and the Defendant herein, Catherine W. Brooks, as the designated Trustee, under the terms and conditions and provisions of their two (2) aforesaid prior express oral express land trust agreements entered into in regard to the above-described subject real estate on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively.

31. That a portion of the above-described subject real estate known and described as a 17.1 acre tract of land situate near and just off Cooks Hill Road and designated as Colleton County TMS No. 195-00-00-069 was previously leased out for a period of approximately two (2) years from 5/1/2003 through and until 4/30/2005 pursuant to the provisions of a written Lease Agreement entered into on or about 5/1/2003 by and between the Defendant, Catherine W. Brooks, as the Trustee and the Lessor, and Henry L. Herndon a/k/a Larry Herndon, as the Lessee (See the copy of such Lease Agreement already attached hereto as **Exhibit "F"** and incorporated hereunder by reference), and all of the rental income and funds and revenues collected and received by the Defendant, Catherine W. Brooks, as Trustee, during the entire term and period of such Lease Contract from the Lessee, Henry L. Herndon a/k/a Larry Herndon, were, as required under the terms and conditions of the two (2) aforesaid oral express land trust agreements entered into in regard to the above-described subject real estate on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively, either given to the aforesaid Decedent herein, Kenneth Ray Walker, or used to pay his monthly bills, or otherwise expended and disbursed on his behalf and for his sole use and benefit to pay back certain of his pre-designated debts and financial obligations, and/or placed and deposited into a special bank account set up for the sole use and benefit of the aforesaid Decedent herein, Kenneth Ray Walker.

32. That the Defendant, Catherine W. Brooks, as Trustee, has materially, intentionally, willfully, maliciously, and fraudulently breached and violated her fiduciary duties and obligation owed unto all of the above-named Plaintiffs as the current lawful Beneficiaries of the aforesaid Land Trust under the terms and conditions of the two (2) aforesaid oral express land trust agreements entered into in regard to the above-described subject real estate on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively, by wrongfully and continuously without legal justification refusing to pay or release unto her nephew and the Plaintiff, Roger Wendell Walker, as the duly appointed Personal Representative of the Estate of Kenneth Ray Walker, after numerous and repeated requests and demands to his Aunt to do so, any portion of the rental income and sales revenues collected and received since the aforesaid Decedent's testate death on 9/20/2008 by the Defendant, Catherine W. Brooks, as Trustee, as generated, produced, and realized from the above-described subject real estate and by the Defendant confiscating and converting and using such trust funds, income, and revenues for her own selfish purposes and personal benefits after the testate death

on 9/20/2008 of the aforesaid Decedent herein, Kenneth Ray Walker, all of the rental income and sales revenues generated, produced, and received from the written Real Estate Lease Contract previously entered into on 4/19/2004 and thereafter renewed and still in full force and legal effect, by and between the Defendant, Catherine W. Brooks, as the Trustee and the Lessor, and American Bio-Mass, LLC, as the Tenant and Lessee, which was formerly known as Eagle Disposal, Inc., with a required rental payment at the current rate of \$750.00 per month in regard to a portion of the above-described subject real estate described as 1.83+- acres, more or less, together with all building and improvements thereon, located at 36 Clearwater Drive, Walterboro, S.C. 29488 and being a portion of a 15.16 acre tract of land known herein as Parcel No. 5 and designated as Colleton County TMS No. 195-00-00-069 (15.16 acres), and from the fill-dirt requirements sale contract previously entered into by and between the Defendant, Catherine W. Brooks, as the Trustee and the Seller, and Wood Brothers Construction Company, Inc., as the Buyer/Purchaser, in regard to a portion of the above-described subject real estate known and described as a 5.0+- acre tract of land and "borrow pit" situate near and just off Waco Drive and being a portion of the adjacent and contiguous Parcel Nos. 3 and 4 and located on the northeastern most portion of such 14.52 acre parcel of land designated herein as Colleton County TMS No. 195-00-00-066, which fill dirt gross sales revenues generally range on average from approximately \$500.00 to \$1,500.00 per month; and a copy of the aforesaid American Bio-Mass, LLC Real Estate Lease Contract dated 4/19/2004 is hereby attached hereto as **Exhibit "N"** and all of the contents, terms, conditions, and provisions of such Real Estate Lease Contract are hereby pleaded and incorporated hereunder by specific reference thereto.

33. That the Plaintiffs are informed and believe that they are now thus entitled to have this Court order, compel, and direct the Defendant, Catherine W. Brooks, as Trustee, to promptly and immediately forthwith render a full and complete and detailed financial accounting to submitted unto this Court for the period of time from 3/19/1996 through and until the date of the filing of this lawsuit stating, setting forth, listing, and itemizing therein the amounts and dates and sources of any and all rental income and sales revenues and any and all other types of income and revenues received and collected by the Defendant as generated and realized from the above-described subject real estate along with a full and complete listing and itemization of the dates, amounts, payees, and purposes of all disbursements and expenditures therefrom; and the Plaintiffs are further informed and believe that if the aforesaid accounting to be rendered and submitted to this Court by the Defendant,

Catherine W. Brooks, as Trustee, should show any disbursements and/or expenditures by such Defendant for her own personal use and benefit or for any other unauthorized use or purpose other than for the sole use and benefit of the Beneficiaries such land trust being the aforesaid Decedent herein, Kenneth Ray Walker, and/or the above-named Plaintiffs as his surviving children, heirs at law, devisees, and personal representative, then in such event, the Plaintiffs are informed and believes that they would be entitled as a matter of law to have this Court issue and enter an Order and Decree in this case requiring and directing the Defendant, Catherine W. Brooks, as Trustee, to immediately pay unto the Plaintiff, Roger Wendell Walker, as the duly appointed Personal Representative of the Estate of Kenneth Ray Walker, the full amount of all such trust funds previously diverted and converted to and for her own personal use and benefit and/or expended for any other type of unauthorized use or purpose, all as shall be determined by this Court.

34. That the Defendant, Catherine W. Brooks, as Trustee, has also materially, intentionally, willfully, maliciously, and fraudulently breached and violated her fiduciary duties and obligations previously owed as Trustee unto her brother and the aforesaid Decedent herein, Kenneth Ray Walker, as the former sole beneficiary of the aforesaid Land Trust, and as now owed as Trustee to her three (3) nephews and the above-named Plaintiffs herein as the current lawful Beneficiaries of the aforesaid Land Trust under the terms and conditions of the two (2) aforesaid oral express land trust agreements entered into in regard to the above-described subject real estate on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively, by wrongfully and continuously refusing in bad faith, without any legal justification, to reconvey the subject real estate unto her brother and the aforesaid Decedent herein, Kenneth Ray Walker, upon his prior written request and demand and tender of a proper general warranty deed unto her to do so on 9/20/2008, and also by wrongfully and continuously refusing in bad faith, without any legal justification, to reconvey the subject real estate unto her three (3) nephews and the above-named Plaintiffs herein upon their prior written request and demand and tender of a proper general warranty deed unto her to do so on 9/20/2008; and the aforesaid bad-faith refusals on the part of the Defendant, Catherine W. Brooks, to reconvey the above-described subject real estate back to the above-named Plaintiff as its rightful and lawful owners upon their prior proper written demands and requests to do so is a continuing breach and violation by the Defendant of her fiduciary duties and obligations as the Trustee herein.

35. That the Defendant, Catherine W. Brooks, has completely and willfully and intentionally and in bad-faith failed and refused and continues to fail and refuse to reconvey the fee-simple absolute title in and to the above-described subject real estate back to the above-named Plaintiffs as she previously agreed and promised to do as the designated Trustee under the terms, conditions, and provisions of the two (2) aforesaid express oral land trust agreements previously entered into on or about or prior to 3/19/1996 and on or about or prior to 2/5/2002, respectively, with the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, his heirs, assigns, and devisees forever, as the Beneficiary of such land trusts; and the Defendant, Catherine W. Brooks, as Trustee, has instead wrongfully and willfully and maliciously and intentionally and fraudulently confiscated, converted, and devoted all of the above-described subject real estate and all of the rental income and sales revenues and any and all other income generated, produced, and realized therefrom to her own sole personal and selfish use and benefit with the bad-faith intention of unjustly enriching herself at the cost and expense of the Beneficiaries of such aforesaid land trusts in direct and material breach and substantial violation of her fiduciary duties and obligations owed as the designated Trustee for both of the aforesaid express oral land trust agreements unto the above-named Plaintiffs as the current Beneficiaries thereof by inheritance from their late father and the aforesaid Decedent herein, Kenneth Ray Walker, as the former sole Beneficiary of both of the aforesaid land trusts.

36. That both of the aforesaid oral express land trust agreements were previously entered into on or about 3/19/1996 and on or about 2/5/2002, respectively, by the Defendant, Catherine W. Brooks, as Trustee, with her brother and the aforesaid Decedent herein, Kenneth Ray Walker, his heirs, assigns, devisees, and personal representatives, as the Beneficiaries of such land trusts, were entered into by such Defendant in bad faith with no absolutely no intention of ever honoring or complying with the required terms, conditions, duties, and obligations as the designated Trustee of the both of the aforesaid oral express land trust agreements after the death of her brother and the aforesaid Decedent herein, Kenneth Ray Walker, who was already in very poor health, both physically and mentally, at the times that both of the aforesaid oral express land trust agreements were entered into; and at the prior times that the Defendant, Catherine W. Brooks, as Trustee, made the above-referenced oral promises and representations in regard to both of the aforesaid oral express land trust agreements unto her brother and the aforesaid Decedent herein, Kenneth Ray Walker, his heirs, assigns, devisees, and personal representatives, as the Beneficiaries thereof, she knew and

intended them to be false, all for the pre-conceived and intended purpose of defrauding her brother and the aforesaid Decedent herein, Kenneth Ray Walker, his heirs, assigns, devisees, and personal representatives, by willfully, intentionally, maliciously, and fraudulently inducing her brother and prior sole fee-simple owner of the subject real estate and the aforesaid Decedent herein, Kenneth Ray Walker, as Grantor, to execute and deliver to her for recording both of the above-referenced Deeds transferring and conveying the legal title in and to all of the above-described subject real estate unto the Defendant, Catherine W. Brooks, as Grantee, for her ultimate intended and self-serving and fraudulent purposes of unjustly enriching herself upon the death of the aforesaid Decedent at the cost and expense and to the detriment of the above-named Plaintiffs as the rightful and lawful and ultimate beneficiaries of both of the aforesaid oral express land trust agreements as the surviving children, heirs at law, devisees, and duly appointed personal representative of their late father and the aforesaid Decedent herein, Kenneth Ray Walker.

37. That the receipt by the Defendant, Catherine W. Brooks, as the Grantee and the Trustee, of the legal title to the above-described subject real estate in the manner and fashion as stated, set forth, and described herein above, and her subsequent and continued failure and refusal to reconvey legal title in and to the above-described subject real estate back to either the aforesaid Decedent herein, Kenneth Ray Walker, or the above-named Plaintiffs, as the lawful Beneficiaries of both of the aforesaid oral express land trust agreements after their repeated and proper written demands and requests to do so, constitutes a material and continuing breach and violation of the Defendant's fiduciary duties and obligations owed as the Trustee unto the aforesaid Decedent herein, Kenneth Ray Walker, and the above-named Plaintiffs, as the Beneficiaries, under the required terms and conditions of both of the aforesaid oral express land trust agreements, and further constitutes a breach of the trust and confidence previously reposed in the Defendant, Catherine W. Brooks, as the Trustee, by her brother and the aforesaid Decedent herein, Kenneth Ray Walker, as the Beneficiary; and such aforesaid willful and intentional prior acts and conduct on the part of the Defendant, Catherine W. Brooks, at the Trustee herein, for the intended and sole purpose in bad faith of greedily and selfishly unjustly enriching herself after the death of her brother and aforesaid Decedent and former sole Beneficiary herein, Kenneth Ray Walker, clearly amounts to and constitutes a fraud perpetrated by the Defendant upon both the aforesaid Decedent herein, Kenneth Ray Walker, and the above-named Plaintiffs, who are his surviving children, heirs at law, devisees, and duly appointed

personal representative of his Estate, and as a direct and proximate result thereof and based on the facts and circumstances of this case, the above-named Plaintiffs are informed and believe that they are hereby entitled at equity to recover the full and complete legal title to the above-described subject real estate by having this Court accordingly issue and enter a proper confirmatory Deed conveying unto the above-named Plaintiffs as equal tenants-in-common the fee-simple absolute title in and to the above-described subject real estate, free and clear of any all liens and encumbrances thereon.

38. That by reason and as a result of the Defendant's aforesaid fraudulent acts, representations, and conduct for the intended and pre-conceived purpose of fraudulently inducing the prior sole fee-simple owner of the above-described subject real estate and the aforesaid Decedent herein, Kenneth Ray Walker, as the former sole Beneficiary of both of the aforesaid oral express land trust agreements, to believe as a required condition thereof that his subsequent requests and demands for his sister and Defendant herein, Catherine W. Brooks, as Trustee, to reconvey back to him, and/or his surviving heirs at law and devisees upon his death, the full and complete legal fee-simple absolute title in and to the above-described subject real estate, and/or certain portions thereof as directed and requested, would be promptly complied with by the Defendant without question or hindrance or delay; and that by reason of the Defendant's intentional and continuing bad faith failure and refusal to comply with the aforesaid proper and repeated requests and written demands to reconvey the above-described subject real estate back unto either the aforesaid Decedent herein, Kenneth Ray Walker, or unto the above-named Plaintiffs as equal tenants-in-common, the Defendant, Catherine W. Brooks, as Trustee, has materially and continuously breached and violated the trust and confidence previously placed and originally reposed in her by her brother and the aforesaid Decedent herein, Kenneth Ray Walker, and as a direct and proximate result thereof the Defendant, Catherine W. Brooks, has acquired the legal title in and to all of the above-described subject real estate by and through the execution and recording of the two (2) above-referenced Deeds thereto and she is now since the testate death on 9/20/2008 of her brother and aforesaid Decedent herein, Kenneth Ray Walker, collecting and receiving and converting to and for her own personal use and benefit all of the rental income and sales revenues and any and all other income generated, produced, and realized from the above-described subject real estate, solely by means of fraud and by breach of confidence and by breaching and violating her fiduciary duties and obligations as the designated Trustee of both of the aforesaid oral express land trust agreements.

39. The facts and circumstances as stated and set forth herein above show and reflect the establishment and creation of an oral express land trust with the Defendant, Catherine W. Brooks, as Trustee, and with the above-named Plaintiffs as the current Beneficiaries thereof as the surviving children, heirs at law, devisee, and duly appointed Personal Representative of their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who was the original fee-simple owner and former sole Beneficiary thereof until his testate death on 9/20/2008.

40. The facts and circumstances as stated and set forth herein above also show and reflect the establishment and creation of an oral constructive land trust, with the Defendant, Catherine W. Brooks, as Trustee, and with the above-named Plaintiffs as the current Beneficiaries thereof as the surviving children, heirs at law, devisee, and duly appointed Personal Representative of their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who was the original fee-simple owner and former sole Beneficiary thereof until his testate death on 9/20/2008.

41. The facts and circumstances as stated and set forth herein above further show and reflect the establishment and creation of an oral resulting land trust, with the Defendant, Catherine W. Brooks, as Trustee, and with the above-named Plaintiffs as the current Beneficiaries thereof as the surviving children, heirs at law, devisee, and duly appointed Personal Representative of their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who was the original fee-simple owner and former sole Beneficiary thereof until his testate death on 9/20/2008.

42. That the Plaintiffs are informed and believe that they are entitled to have this Court declare and adjudicate as a matter of law that each of the aforesaid Plaintiffs are now vested with the fee-simple ownership an equal one-third (1/3rd) undivided interest as tenants-in-common in and to the above-described subject real estate by virtue of being the three (3) surviving children, heirs at law, and named devisees of their late father and the aforesaid Decedent herein, Kenneth Ray Walker, the original fee-simple owner of the above-described subject real estate and the former sole Beneficiary thereof under the terms and conditions of both of the aforesaid oral land trust agreements; and the Last Will and Testament of the aforesaid Decedent herein, Kenneth Ray Walker, dated 01/27/1988 was previously filed and recorded in the Estate of Kenneth Ray Walker, which is being administered with the Colleton County Probate Court at Estate Case No. 2008-ES-15-226.

43. That the Plaintiffs are also informed and believe that they are further entitled as a matter of law to have a final judgement and decree entered in their favor in this matter rescinding and voiding and terminating permanently and forever with prejudice any and all legal, equitable, and/or beneficial rights, titles, estates, claims, liens, encumbrances, and interests whatsoever that the Defendant, Catherine W. Brooks, now has or may have previously had in or to or upon the above-described subject real estate, irrespective of the type, kind, or nature of any such adverse rights, titles, estates, interests, liens, encumbrances, and/or claims now owned or held or claimed therein by the Defendant, Catherine W. Brooks, and permanently enjoin and barr forever and with prejudice any and all future legal, equitable, and/or beneficial claims or rights or titles or estates or liens or encumbrances or interests of whatsoever type, kind or nature that the Defendant, Catherine W. Brooks, might hereafter otherwise assert in and to the above-described subject real estate.

44. That the Plaintiffs are thus further informed and believe that they are now entitled as a matter of law to have the title in and to the above-described subject real estate quieted by this Court in a manner consistent with the allegations as stated and set forth herein above in the respective names of the Plaintiffs herein, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, who all now each own as the three (3) surviving children and named devisees of the aforesaid Decedent herein, Kenneth Ray Walker, who died testate on 9/20/2008, an equal one-third (1/3rd) undivided fee-simple interest therein as tenants-in-common, free and clear of any and all possible adverse claims, liens, encumbrances, rights, titles, estates and interests therein of whatever type, kind, or nature asserted therein by the Defendant, Catherine W. Brooks.

45. The Plaintiffs are also informed and believe that based on the facts and circumstances as stated and set forth herein above and in order to prevent further and irreparable financial harm and pecuniary injury to them at the hands of the Defendant, Catherine W. Brooks, that they are now entitled to have this Court immediately appoint a Receiver in this case for purposes of collecting and receiving all future rental income and sales revenues and any all other income and revenues generated, produced, and realized from the above-described subject real estate and with such Receiver as appointed herein to be required to deposit and hold all such trust funds as hereafter collected and received in a special interest bearing escrow account until further instructions from and order of this Court pending the completion of the litigation of this lawsuit and the entry of a Final Order and Decree by the Court in this case after holding a final merits hearing in this matter.

WHEREFORE, the Plaintiffs hereby pray and request that this Court inquire and investigate into the matters and facts and things as alleged, stated, and set forth herein above and enter a final order, decree, and judgment in their favor and against the above-named Defendant for the equitable remedies and relief as stated and set forth, as follows:

As to First Cause of Action for Breach and Specific Performance of Contract for Sale of Real Estate:

(a) Issue and enter a Final Order and Decree in favor of the within Plaintiffs adjudicating and declaring as a matter of law that the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into on or about 3/19/1996 by and between the Defendant, Catherine W. Brooks, as Seller, and her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004, concerning and pertaining to the above-described subject real estate is and constitutes a legally valid and fully enforceable contract and that the terms, conditions, and provisions thereof govern and control the sale and purchase of the above-described subject real estate.

(b) Declare and adjudicate as a matter of law that the Plaintiffs herein, namely, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, are the surviving children, heirs at law, and the named devisees under the Last Will and Testament dated 01/27/1988 of their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, who was the original Purchaser of the above-described subject real estate pursuant to terms and conditions of the aforesaid partially performed Contract of Sale of Real Estate previously entered into in regard thereto with his sister and the Defendant herein, Catherine W. Brooks, as the Seller, and that as a result of the testate death on 9/20/2008 of the aforesaid Decedent and original Purchaser herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, each of the above-named Plaintiffs are now the rightful and lawful owners by inheritance of an equal one-third (1/3rd) undivided fee-simple interest each as tenants-in-common in and to all of the rights, titles, and interests owned by their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, at the time of his testate death on 9/20/2008 in and to the above-described subject real estate as the original Purchaser under the terms and conditions of the aforesaid partially performed Contract of Sale of Real Estate previously entered into in regard thereto with his sister and the Defendant herein, Catherine W. Brooks, as the Seller.

(c) Issue and enter a Final Order and Decree in favor of the Plaintiffs declaring and adjudicating as a matter of law that the above-named Plaintiffs along with their late father and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as the original Purchaser herein and the Plaintiffs' predecessor in title and interest herein, have completely and satisfactorily fulfilled and performed and complied with all required terms, conditions, duties, and obligations as Purchaser(s) under the provisions of the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into in regard to the purchase and sale of the above-described subject real

estate on or about 3/19/1996 by and between the Defendant, Catherine W. Brooks, as Seller, and her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004 fixing and setting an agreed total purchase price of \$60,000.00 for all of the above-described subject real estate, as evidenced by the prior tender on 9/26/2008 by the above-named Plaintiffs, as the Purchasers herein, unto the Defendant, Catherine W. Brooks, as the Seller herein, of a proper General Warranty Deed along with the full and complete payment in satisfaction of the entire balance due and owing in the total sum of \$27,400.00 upon the aforesaid contract purchase price, plus full reimbursement of all property taxes previously paid thereon by the Defendant in the sum 893.87, all as justly due and owing unto the Defendant, Catherine W. Brooks, as the Seller in regard to such aforesaid partially performed Contract for Sale of Real Estate.

(d) Issue and enter a Final Order and Decree in favor of the within Plaintiffs declaring, determining, and adjudicating as a matter of law that the Defendant, Catherine W. Brooks, as the Seller herein, is the sole party in breach and default and violation of the terms, conditions, and provisions of the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into in regard to the purchase and sale of the above-described subject real estate on or about 3/19/1996 by and between the Defendant, Catherine W. Brooks, as Seller, and her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004 fixing and setting an agreed total purchase price of \$60,000.00 for all of the above-described subject real estate.

(e) Issue and enter a Final Order and Decree in favor of the within Plaintiffs ordering, directing, requiring, and compelling the Defendant, Catherine W. Brooks, as the Seller herein, to specifically perform all duties and obligations owed unto the Plaintiffs, as Purchasers, under the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into in regard to the purchase and sale of the above-described subject real estate on or about 3/19/1996 by and between the Defendant, Catherine W. Brooks, as Seller, and her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004 fixing and setting an agreed total purchase price of \$60,000.00 for the above-described subject real estate, and specifically direct, compel, and require the Defendant, Catherine W. Brooks, as the Seller and Grantor herein, to transfer and convey the full and complete fee-simple absolute title in and to all of the above-described subject real estate unto the above-named Plaintiffs, as the Purchasers and Grantees herein, with each of the within Plaintiffs being entitled to receive an equal one-third (1/3rd) undivided interest each as tenants-in-common in and to the above-described subject real estate, free and clear of any and all liens and encumbrances thereon and subject to any and all lease contracts thereon, immediately upon the full payment by such Plaintiffs either into the Court or unto the Defendant, Catherine W. Brooks, as shall hereafter directed by this Court, of the entire balance in the sum of \$27,400.00 that still remains due and owing upon the aforesaid total agreed contract purchase price of \$60,000.00 for all of the above-described subject real estate along with payment by the Plaintiffs in the sum of \$893.87 as full

reimbursement of all property taxes previously paid on the subject real estate by the Defendant, all as previously tendered on 9/26/2008 by the Plaintiffs unto the Defendant.

(f) Issue and enter an appropriate confirmatory Court Deed transferring and conveying unto each the above-named Plaintiffs, as Grantees, an equal undivided one-third (1/3rd) undivided fee-simple interest each as tenants-in-common in and to all of the above-described subject real estate, free and clear of any and all liens and encumbrances thereon and subject to any and all lease contracts thereon, immediately upon the full payment by such Plaintiffs either into the Court or unto the Defendant, Catherine W. Brooks, as shall hereafter directed by this Court, of the entire balance in the sum of \$27,400.00 that still remains due and owing upon the aforesaid total agreed contract purchase price of \$60,000.00 for all of the above-described subject real estate along with payment by the Plaintiffs in the sum of \$893.87 as full reimbursement of all property taxes previously paid on the subject real estate by the Defendant, all as previously and properly tendered on 9/26/2008 by the Plaintiffs unto the Defendant, all of which equitable relief and remedies as requested in this matter is fully warranted and justified based upon and as a result of the Plaintiffs as the rightful and lawful Purchasers herein of the above-described subject real estate by inheritance having previously satisfactorily fulfilled and complied with all required terms and conditions of the aforesaid partially performed oral Contract for Sale of Real Estate previously entered into in regard to the purchase and sale of the above-described subject real estate on or about 3/19/1996 by and between the Defendant, Catherine W. Brooks, as Seller, and her brother and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Purchaser, as subsequently orally amended and revised by such parties thereto on or about 5/1/2003 and as thereafter evidenced by the aforesaid handwritten document dated 7/16/2004 fixing and setting an agreed total purchase price of \$60,000.00 for the above-described subject real estate.

(g) Grant unto the Plaintiffs any and all such other and further relief as the Court may deem just, fair, equitable, reasonable, and proper under the facts and circumstances of the Plaintiff's First Cause of Action as stated and set forth herein above.

As to Second Cause of Action Beach of Express Trust and/or Constructive Trust and/or Resulting Trust:

(h.) Declare and adjudicate as a matter of law that the Defendant, Catherine W. Brooks, as Trustee, now holds legal title to all of the above-described subject real estate in trust for the sole use and benefit of the above-named Plaintiffs, as the Beneficiaries thereof.

(i) Declare and adjudicate as a matter of law that each of the aforesaid Plaintiffs are now vested with the fee-simple ownership of an equal one-third (1/3rd) undivided interest as tenants-in-common in and to all of the above-described subject real estate by virtue of being the three (3) surviving children, heirs at law, and named devisees of their late father and the aforesaid Decedent herein, Kenneth Ray Walker, the original fee-simple owner of the above-described subject real estate and the former sole Beneficiary thereof under the terms and conditions of both of the aforesaid oral land trust agreements.

(j.) Order, direct, compel, and require the Defendant, Catherine W. Brooks, as Trustee, to immediately convey full and complete fee-simple absolute title in and to all of the above-described subject real estate back to the above-named Plaintiffs as equal tenants-in-common, free of any and all liens and encumbrances and clear of any all clouds and defects whatsoever, other than any to which the aforesaid real property was already subject to at the time of the prior conveyances thereof by the former sole fee-simple owner and the former sole Beneficiary thereof and the aforesaid Decedent herein, Kenneth Ray Walker a/k/a Kenneth R. Walker, as Grantor, unto his sister and the Defendant herein, Catherine W. Brooks, as the Grantee and the Trustee, by the first deed dated 3/19/1996 and by the second deed dated 2/5/2002.

(k.) Issue and enter and record a proper confirmatory Court Deed transferring and conveying and confirming full and complete fee-simple absolute title unto the above-named Plaintiffs as equal tenants-in-common in and to the above-described subject real estate, free and clear of any all liens and encumbrances and clouds and defects thereon.

(l.) Issue and enter a final judgement and decree in this matter in favor of the Plaintiffs rescinding and voiding and terminating permanently and forever with prejudice any and all legal, equitable, and/or beneficial rights, titles, estates, claims, liens, encumbrances, and/or interests whatsoever that the Defendant, Catherine W. Brooks, now has or may have previously had in or to or upon the above-described subject real estate, irrespective of the type, kind, or nature of any such adverse rights, titles, estates, interests, liens, encumbrances, and/or claims now owned or held or claimed therein by the Defendant, Catherine W. Brooks, and permanently enjoin and barr forever and with prejudice any and all future legal, equitable, and/or beneficial claims or rights or titles or estates or liens or encumbrances or interests of whatsoever type, kind or nature that such Defendant might hereafter otherwise assert in and to the above-described subject real estate.

(m.) Issue and enter a final order and decree in this matter in favor of the above-named Plaintiffs confirming and quieting the title in and to all of the above-described subject real estate in a manner consistent with the allegations as stated and set forth herein above in the respective names of the Plaintiffs herein, Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, who all now each own an equal one-third (1/3rd) undivided fee-simple interest therein as tenants-in-common, free and clear of any and all possible adverse claims, liens, encumbrances, rights, titles, estates and interests therein of whatever type, kind, or nature asserted therein by the Defendant, Catherine W. Brooks

(n.) Order, direct, compel, and require that a full and complete and detailed and itemized financial accounting be promptly performed and rendered and submitted to this Court by or on behalf the Defendant, Catherine W. Brooks, as Trustee, as to the dates and sources of all rental income and sales revenues and any and all other income and revenues collected and received by the Defendant from and in regard to the above-described subject real estate for the period of time from 3/19/1996 through and until the date of the filing of this lawsuit along with a full and complete listing and itemization of the dates, amounts, payees, and purposes of all disbursements and expenditures therefrom, and for entry of a judgment in favor of the Plaintiff, Roger Wendell Walker, as the duly appointed Personal Representative of the Estate of Kenneth Ray Walker, and against the Defendant in an appropriate amount as shall hereafter be determined by this Court to be so justly due and owing by the Defendant based on the amounts of such trust funds, if any, so found to be wrongfully expended and appropriated by the Defendant as Trustee for unauthorized uses and purposes pursuant to the information contained in the full and complete accounting of all trust funds receipts and disbursements to be rendered and submitted to this Court by the Defendant herein.

(o.) Appoint a duly qualified Receiver in this case immediately for purposes of collecting and receiving all future rental income and sales revenues and any all other income and revenues generated, produced, and realized from the above-described subject real estate and with such Receiver as appointed herein to be required to deposit and hold all such trust funds as hereafter collected and received in a special interest bearing escrow account until further instructions from and order of this Court pending the completion of the litigation of this lawsuit and the entry of a Final Order and Decree by the Court in this case after holding a final merits hearing in this matter.

(p.) For any and all such other and further equitable relief and remedies as this Court may deem just, fair, reasonable, equitable, and appropriated under the facts and circumstances of the Plaintiff's Second Cause of Action as stated and set forth herein above.

E. W. Bennett Jr.

E. W. Bennett, Jr. (SC Bar No.: 656)

Attorney for the Plaintiffs

148 South Jefferies Boulevard

Post Office Box 693

Walterboro, SC 29488

Telephone: 843-549-9225

Facsimile: 843-549-8566

Dated: December 31, 2009.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE COURT

IN THE MATTER OF KENNETH RAY WALKER

CASE NUMBER 2008-ES-15-00226

CERTIFICATE OF APPOINTMENT

This is to certify that
ROGER W. WALKER

is/are the duly qualified

- ☒ PERSONAL REPRESENTATIVE
☐ GUARDIAN
☐ CONSERVATOR
☐ TRUSTEE

In the above matter and that this appointment, having been executed on the 15th day of October, 2008, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

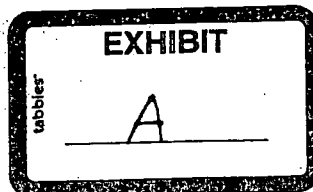
RESTRICTIONS: NO ADDITIONAL.

Executed this 15th day of October, 2008.

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

I. A. SMOAK, III

I. A. SMOAK, III, PROBATE JUDGE



AJB: A-057-96

DEED BOOK 717 PAGE 129

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF COLLETON)

10.00
35.10
12.25
195-00-00-155
195-00-00-130
195-00-00-046
TMS
DATE 3-26-96
GEORGE R. MCCORMACK, JR.
ASSESSOR COLLETON COUNTY

KNOW ALL MEN BY THESE PRESENTS that I, Kenneth R. Walker, in the State aforesaid, for and in consideration of the sum of Thirteen Thousand Two Hundred Fifty (\$13,250.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Catherine W. Brooks, 505 Johnson Avenue, Columbia, S.C. 29203, in the State aforesaid, and the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Catherine W. Brooks, her heirs and assigns, the following described property:

All that certain piece, parcel or tract of land situate, lying and being about three (3) miles southeast of the town of Walterboro, in the County of Colleton, State of South Carolina, containing two and five-tenths (2.5) acres, more or less, and measuring and bounded as follows: On the Northeast by lands of L. G. Fishburne for a distance of Two Thousand Three Hundred Fifty-one and One-tenth (2,351.1') feet; on the East by an SCE&G right-of-way for a distance of Forty-eight and Eight-tenths (48.8') feet; on the Southwest by lands of Marshall W. Catterton for a distance of Two Thousand Three Hundred Fifty-four and Six-tenths (2,354.6') feet; and on the Northwest by lands of Kenneth Walker for a distance of Forty-four and Two-tenths (44.2') feet, together with an easement for ingress and egress over and across any easements, oral, written, recorded or unrecorded which I may possess over the one hundred (100') foot SCE&G right-of-way referenced in the above real estate description. It is my intent that this easement for ingress and egress vest in Kenneth Walker, his heirs and assigns forever, and run with the land. This strip formerly being a part of TMS Parcel #195-00-00-047.

This being the same tract of land conveyed to Kenneth Walker by W. C. Walker by deed dated 10 October 1989 and recorded 24 July 1990 in Deed Book 495 at page 324 in the Office of the Clerk of Court for Colleton County.

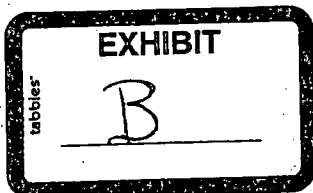
TMS No. 195-00-00-130.

ALSO: All that certain piece, parcel or tract of land situate, lying and being approximately 3 miles south of the Town of Walterboro, County of Colleton, State of South Carolina, containing nine and five-tenths (9.5) acres, more or less, and being designated as Parcel 107 on Tax Map 195, records of the Colleton County Assessor. Said 9.5 acre tract is bounded as follows: North by lands of Starr Bennett; East by lands of Kenneth Walker; South by S.C. Road S0150377; and West by S.C. Highway 303.

This being the same tract of land conveyed to Kenneth Walker by Colleton County, South Carolina, by deed dated and recorded 24 August 1987 in Deed Book 389 at Page 243 in the Office of the Clerk of Court for Colleton County.

TMS No. 195-00-00-062.

TMS No. 195-00-00-155



DEED BOOK 717 PAGE 130

ALSO: All that certain piece, parcel or tract of land in Ritter School District, County of Colleton, State of South Carolina, measuring and containing 3.52 acres, more or less, bounded as follows, to-wit: On the Northeast by the tract below described being herein conveyed to Judy T. Walker; on the Southeast by lands of Simons and by a forty (40') foot strip retained for access to the tract below described; on the Southwest by lands, now or formerly, of McGraw; and on the Northwest by lands, now or formerly, of F. C. Walker.

The above tract is composed of a five and one-hundredths (5.01) acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 17 October 1968, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 150, at Page 298, and a fifty-one hundredths (.51) of an acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 26 July 1965, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 138 at Page 381, SAVING AND EXCEPTING, a 2 acre tract conveyed by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by deed dated 14 August 1973, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 172 at Page 139.

ALSO: All that certain piece, parcel or tract of land, situate, lying and being about three (3) miles South of the City of Walterboro, in the County of Colleton, State of South Carolina, containing eleven (11) acres, more or less, and bounded, now or formerly, as follows, to-wit: On the Northeast by lands of F. C. Walker; on the Southeast by lands of W. S. Simons; on the Southwest by Parcel No. 1 above described; and on the West and Northwest by lands of F. C. Walker; as reference to a plat prepared by W. Gene Whetsell, R.L.S., dated 27 January 1971, will more fully show.

These being a portion of the tracts of land conveyed to Kenneth R. Walker by Judy T. Walker by deed dated 6 June 1982 and recorded 8 June 1982 in Deed Book 246 at Page 111 in the Office of the Clerk of Court for Colleton County.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Catherine W. Brooks, her Heirs and Assigns forever. AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Catherine W. Brooks, her Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 19th day of March, in the year of our Lord one thousand nine hundred and ninety-six and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

DEED 717 PAGE 131
BOOK

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Arthur J. Bridge
Witness

Kenneth R. Walker
Kenneth R. Walker

Barbara Russell
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

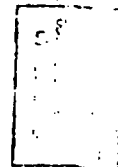
PROBATE

PERSONALLY appeared before me Barbara Russell
and made oath that she saw the within named Kenneth R. Walker sign, seal and
as his act and deed, deliver the within written Deed, and that she
with Arthur J. Bridge, witnessed the execution thereof.

Barbara Russell

SWORN to before me this 19th day
of March, 1996.

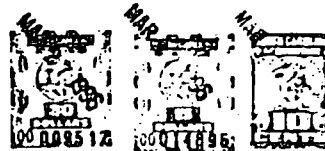
Arthur J. Bridge
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6/26/99



DEED 717 PAGE 132
BOOK

717 129
1955 MAR 19 11:43

RETURN TO:
AUBURN J. BRIDGE
ATTORNEY AT LAW



COLLETON COUNTY
DOCUMENTARY STAMPS
PAID \$14.85

LVA O. REED, CLERK OF COURT

000000883 Bk 01004 Pg 00061

STATE OF SOUTH CAROLINA	)	TITLE TO REAL ESTATE
COUNTY OF COLLETON	)	TITLE NOT EXAMINED

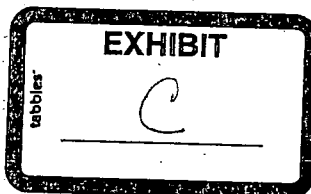
KNOW ALL MEN BY THESE PRESENTS, that I, Kenneth R. Walker, hereinafter Grantor, in the State aforesaid, for and in consideration of the sum of Five and 00/100 (\$5.00) DOLLARS, in hand paid at and before the sealing and delivery of these presents by Catherine W. Brooks, 505 Johnson Avenue Columbia, South Carolina, 29203 hereinafter Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto Catherine W. Brooks, her heirs and assigns, the following described property:

Tract No. 1: All that certain piece, parcel or lot of land, located in Ritter School District, Colleton County, South Carolina, containing one and eight hundred and thirty-eight thousandths (1.838) acres and measuring and bounded as follows, to-wit: Measuring six hundred and seven tenths, (600.7) feet on the North-Northeast and being bounded thereon by other lands of Furman C. Walker; Measuring one hundred fifteen and five-tenths (115.5) feet on the East-Southeast and being bounded thereon by private road leading to Furman C. Walker's house; Measuring five hundred sixty-three and five-tenths (563.5) feet on the South-Southeast and being bounded thereon by Colleton County Farm; Measuring One Hundred Fifty-five and five-tenths (155.5) feet on the West-Northwest and being bounded thereon by Simons Estate.

Tract No. 2: All that piece, parcel or tract of land, situate, lying and being in Ritter School District, Colleton County, South Carolina, containing 15.18, more or less, acres and bounded as follows, to-wit: On the owned by C.B. Simons, now lands of Bennett; On the East by lands of F.C. Walker from which this tract is cut; On the South by lands of F.C. Walker, a private road being the line; and, On the West by lands of Kenneth R. Walker and lands of Bennett.

Subject to all easements, restrictions and rights of way of record

1
 TRS 195-00-00-069
 DATE 2-13-08
 GEORGE R. McDOORMACK, ASSESSOR COLLETON COUNTY



000000883 Bk:01004 Pg:00062

This being the same property conveyed to Kenneth R. Walker by deed of Colleton County, South Carolina recorded August 24 1987 in the Office of the Clerk of Court for Colleton County in deed book 389 at page 243.

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

TO HAVE AND TO HOLD, all singular, the said Premises before mentioned unto the said Catherine W. Brooks, her Heirs and Assigns forever. AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Catherine W. Brooks, her Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 5 day of ^{Feb.} November, in the year of our Lord two thousand two and in the two hundred and twenty-seventh ^{eight} year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Joe Smith
WITNESS

James Rubick
GRANTOR

WITNESS

GRANTOR

000000883 Bk:01004 PB:00063

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw
the within named Kenneth R. Walker, sign, seal and as its act and deed, deliver the within
written Deed, and that (s)he, with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS
5 day of ^{Feb} November, 2003

Joe E. Sweet

730
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-10-2006

Doc# 000000883 EXEMPT
FILED, RECORDER, INDEXED
02/11/2003 11:51:06AM
Bk: 01004 PB: 00063 Pages: 3
Rec Fee: 10.00
Clerk of Court
Patricia C. Grant

Deliver to: RPP LAW FIRM
ATTORNEY AT LAW

02/11/2003

STATE OF SOUTH CAROLINA)

TITLE TO REAL ESTATE

COUNTY OF COLLETON)

(59110)

KNOW ALL MEN BY THESE PRESENTS that I Kenneth R. Walker, in the State aforesaid, for and in consideration of the sum of Three Thousand and no/100 (\$3,000.00) DOLLARS, to me in hand paid at and before the sealing of these presents by John R. Walker, Route 2, Box 969, Cottageville, S.C. 29435, in the State aforesaid, and the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said John R. Walker, his heirs and assigns, the following described property:

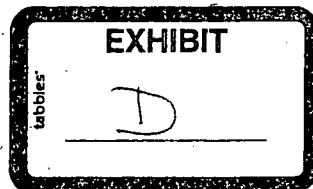
All that certain piece, parcel or lot of land, situate, lying and being in Ritter School District, County of Colleton, State of South Carolina, measuring and containing one and eight hundred thirty-eight thousands (1.838) acres, more or less, and measuring and bounded as follows: Measuring Six Hundred and Seven-tenths (600.7') feet on the Northeastern line and bounded thereon by lands now or formerly of F. C Walker; measuring One Hundred Fifteen and Five-tenths (115.5') feet on the Southeastern line and bounded thereon by a road; measuring Five Hundred Sixty-three and Five-tenths (563.5') feet on the Southwestern line and bounded thereon by lands formerly of Colleton County, now of Kenneth R. Walker; and measuring One Hundred Fifty-five and Five-tenths (155.5') feet on the Northwestern line and bounded thereon by lands now or formerly of Simmons Estate, as reference to a plat prepared by J. N. Frank, R.L.S., dated 20 February 1963, will more fully show.

195-00-00-152
4-25-94
COLLETON COUNTY

This being the same lot of land conveyed to Kenneth R. Walker by Furman C. Walker (F. C. Walker) by deed dated 6 May 1965 and recorded 7 March 1966 in Deed Book 141 at Page 61 in the Office of the Clerk of Court for Colleton County.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said John R. Walker, his Heirs and Assigns forever. AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said John R. Walker, his Heirs and Assigns, against me and my Heirs, and all persons whomever lawfully claiming, or to claim the same or any part thereof.



WITNESS my Hand and Seal this 19th day of April, in the year of our Lord one thousand nine hundred and ninety-four and in the two hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Arthur J. Brice
Witness
Eleanor A. Bilka
Witness

Kenneth R. Walker
Kenneth R. Walker

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me *Eleanor A. Bilka*
and made oath that *she* saw the within named Kenneth R. Walker sign, seal and
as his act and deed, deliver the within written Deed, and that *she*
with *Arthur J. Brice*, witnessed the execution thereof.

Eleanor A. Bilka

SWORN to before me this 19th day
of April, 1994.

Arthur J. Brice
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6/26/99



#94-572
COLLETON COUNTY
DOCUMENTARY STAMPS
PAID \$ 3.30

EVA Q. REED, CLERK OF COURT



DEPT 626 PAGE
BOOK

7

626 5
1994 APR 20 AM 10: 29

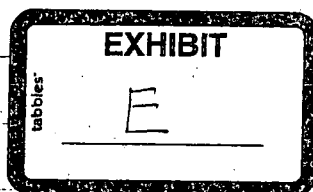
RETURN TO:

Name AJB

Address _____

Date _____

To Whom It May Concern, As of this date (July 16, 2004) I Kenneth Walker would like for all the money from Larry Herndon to be paid to Catherine W. Brooks until she is paid sixty thousand dollars. At that time she is to release to Kenneth Walker all the property off Cooks Hill Road at Walterboro, S.C. Any money Kenneth pays Catherine W. Brooks will be toward the sixty thousand dollars.



FILE
COPY

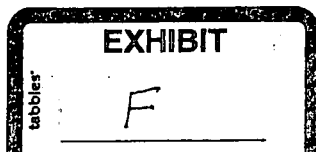
STATE OF SOUTH CAROLINA) LEASE AGREEMENT

COUNTY OF COLLETON)

THE WITHIN LEASE AGREEMENT is made, concluded, and entered into in Colleton County, South Carolina, on this the First (1st) day of May, 2003, by and between Henry L. Herndon, 330 Parker Drive, Beaufort, S.C. 29906 (hereinafter denominated "Lessee") and Catherine Walker Brooks, 505 Johnson Avenue, Columbia, S.C. 29201 (hereinafter denominated "Lessor"), who are citizens and residents of the State of South Carolina, and who are sometimes referred to collectively below as "Parties" in and to this Lease Agreement.

IN CONSIDERATION of the mutual promises, covenants, conditions, and undertakings as stated and set forth herein, which are hereby expressly and conclusively acknowledged by the undersigned parties hereto, the within Lessor and Lessee hereby covenant and agree, as follows:

1. Lessor hereby leases unto Lessee and Lessor agrees to allow and permit the Lessee, during and throughout the term of this Lease as specified below, to use the subject premises described as a 17.1 acre tract of land situate in Colleton County, South Carolina, and located near and just off Cooks Hill Road, and being designated as TMS NO: 195-00-00-069, which property was previously conveyed to the within Lessor, Catherine Walker Brooks, by General Warranty Deed from her brother, Kenneth L. Walker recorded with the Colleton County Clerk of Court's Office in Deed Book 717, at Page 129, for the express and authorized purposes of Lessee discharging thereon soil disposal and waste water from his sand plant mining operations, with an exclusive right, license, and privilege being granted by Lessor unto the Lessee for such specific uses and purposes from the date of this Lease Agreement through and until December 31, 2003, at the compensation rate of Thirty (\$0.30) cents per ton of processed sand removed from the sand mine located on



the adjacent 118.87 acre tract of land, owned by Roger Walker and designated as TMS NO: 195-00-00-045 (Portion of 141.0 acre tract), and from January 1, 2004, through December 31, 2008, at the agreed compensation rate of Forty (\$0.40) cents per ton of processed sand removed from the sand mine located on the 118.87 acre, more or less, tract of land owned by Roger Walker and designated as Colleton County TMS# 195-00-00-045 (Portion of 141.0 acre tract). Lessee as part and parcel of the same consideration and compensation rates as agreed and specified above shall also have the sole and exclusive right, license and privilege to utilize the office and the truck weighing scales located at the corporate offices of Lowcountry Sand & Gravel, Inc., at 24 Clearwater Drive, Walterboro, S.C. 29488, as well as truck access roads leading to the sand mining operations for the period of times from the date of this Lease Agreement through and until December 31, 2008. The Lessee shall not remove any sand materials from the subject 17.1 acre tract of land during the term of this Lease Agreement from May 1, 2003, through and until December 31, 2008. Lessee shall pay Lessor on a monthly basis at the aforesaid compensation rates and such sand tonnage settlement payments will be made by Lessee unto Lessor on each and every month during and throughout the term of this Lease Agreement between the 10th and 15th of each month based on the amount and weight by the ton of sand materials processed by Lessee during the previous month. Processed Sand Tonnage will be weighed and computed by office scales and copies of the tickets shall be given to Lessor or her authorized agent, as designated for such purpose, immediately upon Lessor's request for such, but not more often than once per month. Lessor shall be solely liable and fully responsible for the prompt payment when due of all required taxes, liens, and insurance in connection with the subject 17.1 acre tract of land.

2. Lessee agrees to maintain the sand hauling roads in good, safe, traversable, and acceptable shape and condition; and Lessee shall furnish all such heavy equipment and motor vehicles as he deems necessary to properly maintain the sand hauling roads. Lessor acknowledges that all such aforesaid heavy equipment and motor vehicles utilized by the Lessee and his employees and authorized agents and subcontractors, including, but not limited to, any trucks or other vehicles entering the subject 17.1 acre tract of land to purchase sand materials from Lessee or to supply any materials or services to Lessee shall also be entitled to free and unencumbered access and a right-of-way and easement for ingress and egress to use and travel across and along all sand hauling roads without the Lessee incurring any possible liability therefrom unto Lessor, and with Lessor expressly releasing and holding completely harmless the Lessee from any and all claims, losses, damages, liabilities, actions, suits, judgments, and executions as a result of such use of the sand hauling roads by Lessees' employees, customers, vendors, and authorized agents and subcontractors.
3. Lessee warrants unto Lessor that all of Lessee's vehicles and equipment authorized to enter upon the real property shall be covered by public liability insurance in the minimum statutory limits required under S.C. Law and that all of Lessee's truck drivers and operators shall be licensed and properly trained. A written Release will be provided by Lessee unto Lessor, upon her demand for same, holding her completely harmless from any possible liabilities, losses, or damages suffered and occurring hereafter as a direct and proximate result of Lessee's employees, truck-drivers, agents, vehicles, and equipment entering the subject 17.1 acre tract of land.
4. Lessee shall obtain at his sole cost and expense all permits and licenses as may be required by any governmental regulation or agency in order to commence, continue or complete the

excavation and sand mining and processing operation contemplated by this Lease Agreement, and to the extent as necessary, Lessor shall cooperate fully by participating in the permitting process, by acknowledging and consenting to any and all requirements as may be imposed by any governmental regulation or agency, and by promptly executing and delivering any and all documents as may be necessary to obtain the permits or licenses sought by the Lessee herein.

5. Lessor warrants and represents unto the Lessee that she is the sole fee-simple absolute owner of the subject 17.1 acre tract of land as described above, which is free and clear of any and all liens, encumbrances, agreements, attachments, covenants, conditions, and/or restrictions that would preclude the full performance of this Lease Agreement, including, without limitation, the Lessee's clearing, excavating, and grading of portions of the subject 17.1 acre tract as contemplated by this Lease Agreement.
6. In the event of a subsequent breach or default of any of the terms and conditions hereof on the part of Lessee, other than the monthly payments to Lessor as required hereunder, the Lessor shall give Lessee a Thirty (30) day written notice of right to cure such default.
7. Lessee hereby indemnifies and holds Lessor completely harmless from and against any and all claims brought and legal actions filed by any third parties as a direct result of and arising from any authorized activity, work, and/or business operations conducted on or about the subject premises by Lessee and/or his employees, agents, and subcontractors; and Lessee shall further indemnify and hold Lessor completely harmless from and against any and all claims and legal actions arising from any breach or default in the performance of any required obligations or duties on the Lessee's part under the terms of this Lease Agreement, and from and against any and all costs, fees, expenses, and liabilities incurred

in regard to any legal proceedings brought thereon. The terms and conditions as stated and set forth in this paragraph shall survive the termination of this Lease Agreement.

8. Lessee may freely assign his rights, titles, and interests under this Lease Agreement and sublease the subject 17.1 acre tract of land or any portion thereof, without the prior written permission or consent of Lessor, provided, however, that any such subsequent Assignment or Sub-Lease on the part of Lessee shall be subject to the same terms and conditions as stated herein.
9. No subsequent assignment, transfer, and/or sublease by Lessee as allowed and permitted hereunder shall operate to release or discharge Lessee from his primary liability to make the monthly lease payments unto Lessor and to perform all other duties and obligations as required under the provisions of this Lease Agreement; and any subsequent receipt or acceptance by Lessor of payments or benefits from any person or entity other than the undersigned Lessee shall not constitute a waiver of any provision of this Lease Agreement; provided, however, that upon the express written consent and permission of Lessor, the Lessee shall be entitled to obtain a termination and release of liability from the terms and conditions of this Lease Agreement, if Lessee subsequent assigns or transfers this Lease Agreement or subleases all of the subject 17.1 acre tract of land to a reputable owner and operator of the same or similar business conducted by Lessee thereon and having the same or greater creditworthiness and financial ability, as Lessee, to promptly perform the obligations under the terms of this Lease Agreement, as determined by Lessor in her sole judgment and discretion.
10. Lessor shall have the right to sell, transfer, mortgage, or assign in whole or in part, the subject 17.1 acre tract of land, and her rights, benefits, duties, and obligations in regard

thereto as established and created by the provisions of this Lease Agreement, provided, however, that any such sale, transfer, or assignment by Lessor shall be subject to the same express terms and conditions as stated herein.

11. If Lessee hereafter fails to pay Lessee promptly when due any monthly payments required under this Lease Agreement and if such default shall continue uncured for a period of Fifteen (15) days after written notice thereof is received by Lessee from Lessor, then in such event, Lessee shall be deemed to be in default of the terms of this Lease Agreement.
12. The provisions of this Lease Agreement embody the full and final expression of the within agreement made and entered into between the undersigned parties hereto, who expressly acknowledge that no promise or representation has been made or relied upon, other than those expressly set forth herein, and that any such promise or representation is superseded by and merged into this Lease Agreement, which constitutes a complete and exclusive statement of the agreement between them.
13. No subsequent modification, revision, or amendment of this Lease Agreement shall be effective or enforceable unless executed in writing and with the same degree of formality as this Lease Agreement.
14. For the convenience of the parties, any number of conforming duplicates of this Lease Agreement may be executed, and each such duplicate shall in all respects be deemed and construed as an original thereof.
15. All of the terms, conditions, and covenants contained in this Lease Agreement shall survive the transactions contemplated herein and shall be binding upon and inure to the benefit of the heirs, assigns, and personal representatives of all parties hereto. This Lease Agreement shall be governed, controlled, and construed in accordance with S.C. Law.

IN WITNESS WHEREOF, the parties have hereunto subscribed their representative hands and seals on the day and in the year set forth hereinabove.

Rolind Knight
(Witness)

LESSOR:

Catherine Brooks
CATHERINE BROOKS

E. W. Bennett Jr.
(Witness)

State of South Carolina)
)
County of Colleton)

PROBATE

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named Lessor, Catherine Brooks, sign, seal and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned and that she together with, the other witness, whose signature appears above, witnessed the execution thereof.

Rolind Knight
Witness

Sworn to and subscribed before me
this 6 day of May, 2003.

Everett W. Bennett Jr.
Notary Public for South Carolina
My Commission Expires: 7/26/2015

IN WITNESS WHEREOF, the parties have hereunto subscribed their representative hands and seals on the day and in the year set forth hereinabove.

Diana C. Bennett
(Witness)

Lessee:

Henry L. Herndon
HENRY L. HERNDON

E. W. Bennett, Jr.
(Witness)

State of South Carolina)
County of Colleton)

PROBATE

Personally appeared before me, the undersigned witness, and made oath that he/she saw the within named ~~Lessee~~ Henry L. Herndon sign, seal and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned and that she together with, the other witness, whose signature appears above, witnessed the execution thereof.

Diana C. Bennett
Witness

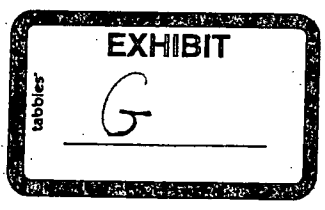
Sworn to and subscribed before me
this 1st day of May, 2003.

E. W. Bennett, Jr.
Notary Public for South Carolina
My Commission Expires: 7/26/2010

Kenneth Starting at \$60,000
 Kenneth gave me By CUB.

BAL

year	amt.		
2003	4,200		55,800
2004	9,000		46,800
2005 ~~Jan~~	4,500	thru April Richard Wood	42,300
2005 ~~Feb~~	3,000	thru April Sand	39,300
2005 ~~Mar~~	750	thru May	38,550
2005 June	750	thru June	37,800
2005 July	750		37,050
Aug	750		36,300
Sept 2006	656		35,644
Oct 2006	400.00	water	35,244
Nov 7 2006	600.00		34,644
3-09-07	444.00	RW Paid cash 200 check 8244	34,200
4-6-07	CWB.	CWB.	CWB 3-9-07
4-13-07	1000.00	CWB	33,200
4-29-07	600.00	CWB.	32,600 4-13-07
4-27-07	400.00	CWB.	32,200
9-15-07	850.00	CWB.	31,350
3-28-08	600.00	CWB	30,750
5-22-08	600.00	CWB	30,150
6-26-08	500.00	CWB.	29,650
7-3-08	850.00	CWB RW deposited	28,800
	1400.00	CWB	27,400



7-8-08

Ken-

This is a copy of my
Ledger Sheets (2) showing
what Catherine paid me.

She started paying me
7-4-2000

Beginning Balance \$ 9,270.10

Interest Paid \$ 2,330.

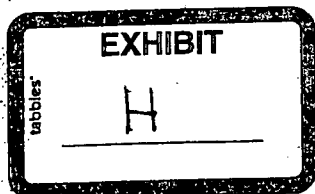
Total She Paid \$ 11,600.00

I got the last check from
her 2-20-04 I also have
some deeds, mortgages and
plats in my files. I'll bring
these next time I come to
see you.

Hope you're feeling better.

Love you,

Ken



Walker, Kenneth - Brooks, Catherine 779-4252

505 Johnson Ave, Col A, SC 29203 - 3940

mortgage on 9.5 Ac on Corner Hwy 363 & Cooks Hill Rd

2000	Amort. Schedule in folder 12%	Total Payments	Pymt on Interest	Pymt on Principal	Balance
7 4	Brought Forward				9270.10
4	Catsck # 7431	200-			9070.10
8 4	" # 7458	200-	9244	10756	8962.54
9 1	" # 7506	200-	8962	11038	8852.16
10 4	" # 7524	200-	8852	11148	8740.68
11 4	" # 7540	200-	8740	11260	8628.08
12 5	" # 7557	200-	8628	11372	8514.36
		1200-	44426		
2001					
1 2	Catsck # 7564	200-	8514	11148	8399.50
2 4	" 7576	200-	6075	53925	7860.25
2 6	" 7585	200-	3359	16641	7693.84
3 7	" 7588	200-	7335	12665	7567.19
4 4	" 7605	200-	6966	13034	7436.85
2 3	" 7616	200-	4645	15355	7283.30
5 30	" 7473	200-	8860	11140	7171.90
7 11	" 7496	200-	9903	10097	7070.93
8 9	" 7670	200-	55637	44303	6938.35
9 5	" 7686	200-	6742	13258	6799.94
10 5	" 7700	200-	6159	13841	6667.01
11 5	" 7633	200-	6707	13293	6534.96
12 4	" 7633	200-	6795	13205	6397.27
	She gave ck back 6200 - I gave back	200-	6231	13769	6275.03
		1200-	13297		6131.78
2002					
1 10	Catsck # 7702	200-	7781	12219	5975.62
2 6	" # 7718	200-	5570	14430	5820.30
2 8	" # 7733	200-	4434	15566	5654.74
3 23	" # 7743	200-	4518	15482	5497.49
4 10	" # 7752	200-	3444	16556	5355.32
5 3	" # 7761	200-	4275	15725	5202.55
6 4	" # 7789	200-	5783	14217	5052.44
7 1	" # 7	200-	4753	15247	4888.48
30	" # 7901	200-	4959	15041	4758.09
8 21	" # 7832	200-	3654	16346	4601.89
10 3	" # 7853	200-	6911	13089	4448.79
10 31	" # 7867	200-	4380	15626	
12 1	I gave ck back	200-	4698	15310	
		1200-	65152	194845	

Merry Christmas!

Merry Christmas!

Prepared By	Checked	Date
Approved By		

W. L. JONES CREDIT ADVISORY

2003	Begin 2003	Total	Other	Late	Pymt	Pymt	Balance
	1070	Payments	Charges	Charges	ON	ON	
					Interest	Principal	
	Brought Forward						444879
1	2 CK# 7900	32	200-		39-	161-	428779
2	5 # 7916	34	200-		3994	16006	412713
3	20 # 7925	15	200-		1696	18304	394469
4	3 18 # 7938	26	200-		2810	17190	377279
5	22 # 7941	4	200-		413	19587	357692
6	4 9 # 7947	18	200-		1764	18236	339456
7	5 6 # 7962	27	200-		2511	17489	321967
8	6 4 # 7981	29	200-		2558	17442	304525
9	20 # 7989	16	200-		1335	18665	285860
10	7 22 # 8011	32	200-		2506	17494	268366
11	9 4 # 8042	44	200-		3235	16765	251601
12	10 7 # 8060	33	200-		2275	17725	233876
13	11 7 # 5000	31	200-		1986	18014	215862
14	12 3 # 5022 Return	24	200-	Merry Christmas!	1538	18462	1974-
15	15 # 5026	12	400-		649	39351	158049
			320000		33170	286830	
			16000-		231039		

2004							
1	12 CK# 5036	28	400.00		1212	38788	119261
2	19 CK# 5041	7	400.00		229	39771	79490
3	23 # 5056	25	400-		544	39456	40034
4	20 CK# 5062		400.00			450-	-0-
			1600-		1985		
			11600-		233024		

paid in full
2-20-04

LAW OFFICES
E.W. BENNETT, JR., ATTORNEY AT LAW
P.O. BOX 693
WALTERBORO, SOUTH CAROLINA
29488-0693

E. W. BENNETT, JR.

148 S. JEFFERIES BLVD.
AREA CODE 843
PHONE 549-9225
FAX 549-8566

September 15, 2008

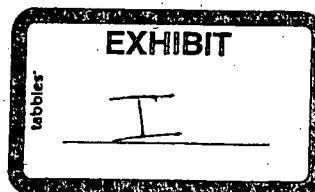
Mrs. Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

Re: Multiple Parcels of Real Estate in Colleton County
TMS No. 195-00-00-155 (9.5 acres)
TMS No. 195-00-00-069 (15.3 acres)
TMS No. 195-00-00-066 (14.5 acres)
TMS No. 195-00-00-130 (2.5 acres)
Attorney File No. 08-3461.abs

Dear Mrs. Brooks:

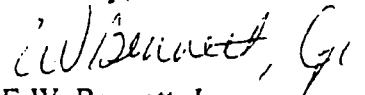
This will confirm that back in 1996, the above described parcels of real estate were conveyed to you by your brother Kenneth R. Walker, to hold in a Constructive Trust to protect such property due to Kenneth's financial situation. Said property was to be deeded back from you to Kenneth at a later time based on the oral agreement entered into between you and Kenneth. Please be advised that I am representing Kenneth R. Walker in regard to the transfer of the above referenced real estate from yourself to Kenneth. I have enclosed the Proposed Deed for you to sign, along with the ledger sheets provided to me in order to determine the amount of money owed to you by Kenneth to be shown as consideration on said Deed. A copy of the check we are holding in escrow is being provided for your review. As soon as we receive the executed Deed, the check will be immediately forwarded to you for payment. We will not record same with the Colleton County Register of Deeds until we have confirmed that you have actually received and have such check in your possession.

Based on information provided by Kenneth, you paid Kenneth's indebtedness to Roy Walker in the sum of \$23,000.00. Jane Ballagh provided a ledger report showing that you repaid Kenneth's indebtedness to her in the sum of \$11,600.00 (Exhibit "A"). The total amount you paid to Roy and Jane is \$34,600.00. PLUS reimbursement of the property taxes you paid on the properties from 1996 to 2007 in the total sum of \$893.87. I am have a ledger kept by Kenneth showing that he repaid you the total amount of \$32,800.00 (Exhibit "B"). Being that is the case, then we calculate that Kenneth owes you \$1,800.00 plus the back taxes you paid for the properties. (For taxes paid by you taken from County records, see Exhibit "C") Kenneth has asked me to submit to you \$2,000.00 plus the back taxes for a total sum of \$2,893.87 which is more than what we have calculated he owes you.



Please review the attached information and return the executed Deed to my office at your earliest convenience. As you are aware, Kenneth is very seriously ill and has been in and out of the hospital, and wishes to take care of this transfer as soon as possible. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in dark ink, appearing to read "E.W. Bennett, Jr.", with a stylized flourish at the end.

E.W. Bennett, Jr.,
Attorney at Law

EWBjr/dg

Enclosures: as stated

cc: Kenneth R. Walker

Deed Prepared - Title Not Examined

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON) (GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, Catherine W. Brooks (Grantor), in the State aforesaid, for and in consideration of the sum of Two Thousand Eight Hundred Ninety Three and 87/100 (\$2,893.87) Dollars, to me in hand paid at and before the sealing of these presents by Kenneth R. Walker (Grantee) a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, in the State and County aforesaid, the receipt and sufficiency whereof which is hereby expressly acknowledged, have granted, bargained, sold, transferred, conveyed, and released, and by these presents do hereby grant, bargain, sell, transfer, convey, and release unto the said Grantee, Kenneth R. Walker, a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, forever in fee simple, together with evey contingent remainder and right of reversion, in and to the following described real property:

EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO

SUBJECT to any and all easements and right-of-ways of record in Colleton County, S.C.; and subject to any and all applicable governmental regulations and zoning or land-use statutes and ordinances.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, Kenneth R. Walker, a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, forever in fee simple, together with evey contingent remainder and right of reversion.

AND I do hereby bind myself and my Heirs, Personal Representatives and Assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee, Kenneth R. Walker, a life estate interest for and during the term of his natural life, and upon his death, to his son, Roger W. Walker, forever in fee simple, together with evey contingent remainder and right of reversion, against me and my Heirs, Personal Representatives and Assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal on this the ____ day of September, in the year of our Lord Two Thousand Eight (2008) and in the Two Hundred and Thirty Third (233rd) Year of the Sovereignty and Independence of the United States of America.

Signed, Sealed And Delivered
In The Presence Of:

Witness Number One

Catherine W. Brooks, Grantor

Witness Number Two

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF _____)

)

PERSONALLY appeared before me the undersigned witness and made oath that __he saw the within named Grantor, Catherine W. Brooks, sign, seal and as her act and deed, deliver the within written General Warranty Deed, and that __he with the other witness witnessed the execution thereof.

Witness Number One

Sworn to before me this
____ day of September, 2008

_____(L.S.)

Notary Public For South Carolina

My Commission Expires: _____

GRANTEE'S ADDRESSES:

Kenneth R. Walker
183 Cooks Hill Road
Walterboro, SC 29488

RETURN ORIGINAL DEED TO: E.W. Bennett, Jr., Esquire
P.O. Box 693
Walterboro, SC 29488
File No. 08-3461.abs

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel One: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, about three (3) miles southeast of the Town of Walterboro, containing Two and five-tenths (2.5) acres, more or less, butting and bounding, now or formerly, and measuring, as follows: On the Northeast by lands now or formerly of L. G. Fishburne for a distance of 2,351.1' feet; on the East by an SCE&G right-of-way- for a distance of 48.8' feet; on the Southwest by lands now or formerly of Marshall W. Catterton for a distance of 2,354.9' feet; and on the Northwest by lands now or formerly of Kenneth R. Walker for a distance of 44.2' feet; together with an easement for ingress and egress over and across any easements, oral or written and recorded or unrecorded which the Grantor may possess over the 100.0' foot wide SCE&G right-of way referenced in the above real estate description. Be all the aforesaid distances and measurements, more or less. It is the Grantor's intent that this easement for ingress and egress vest in the Grantee, her heirs and assigns forever, and run with the land. The aforesaid 2.5 acre strip of land formerly being a portion of a tract of land previously designated as Colleton County TMS No: 195-00-00-047.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed to Kenneth Walker by Deed of W. C. Walker dated 10/10/1989 and recorded 7/24/1990 in Colleton County Deed Book 495, at Page 324.

TMS NO: 195-00-00-130 (2.5 acres)

ALSO Parcel Two: All that certain piece, parcel or tract of land situate, lying and being in Colleton County, South Carolina, approximately three (3) miles south of the Town of Walterboro, containing Nine and five-tenths (9.5) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by lands now or formerly of Starr Bennett; On the East by lands now or formerly of Kenneth R. Walker; On the South by the right-of-way of S.C. Secondary Road No. S-15-377; and on the West by the right-of-way of S.C. Highway No. 303.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being the same property previously conveyed unto Kenneth Walker by Deed from Colleton County, South Carolina dated and recorded 8/24/1987 in Colleton Deed Book 389, at Page 243; and being the same property previously conveyed to Colleton County, South Carolina by the Master's Deed in regard to and the result of a civil action filed against M.C. Bryant, et. al., which Master's Deed was dated and recorded 3/8/1982 in Colleton County Deed Book 241, at Page 123.

TMS NO: 195-00-00-155 (9.5 acres)

ALSO Parcel Three: All that certain piece, parcel or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing Three and fifty-two hundredths (3.52) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southeast by lands now or formerly of W. S. Simons and by a forty (40.0') feet wide strip of land reserved and retained for the purpose of providing access, ingress, and egress to the below-described 11.0 acre tract of land now of Catherine W. Brooks and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker and formerly being lands of Roy C. Walker; On the Southwest by a 2.0 acre tract of land now or formerly of Sherman L. McGraw and Geraldine B. McGraw; and on the Northwest by lands now or formerly of F. C. Walker.

Parcel Three being a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by a Deed from his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed from Roy C. Walker dated 12/1/1977 and recorded 12/6/1977 in Colleton County Deed Book 192, at Page 176; and the aforesaid 3.52 acre tract of land is composed of a 5.01 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 10/17/1968 and recorded in Colleton County Deed Book 150, at Page 298, together with a 0.51 acre tract of land previously conveyed to Roy C. Walker by Deed of F. C. Walker dated 7/26/1965 and recorded in Colleton County Deed Book 138, at Page 381, LESS, SAVE, AND EXCEPT a 2.0 acre tract of land previously conveyed out of the aforesaid 5.52 acre tract of land by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by his Deed dated 8/14/1973 and recorded in Colleton County Deed Book 172, at Page 139.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO Parcel Four: All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, about three (3) miles South of the Town of Walterboro, containing Eleven (11.0) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the Northeast by lands now or formerly of F. C. Walker; On the Southeast by lands now or formerly of W. S. Simons; On the Southwest by a 1.838 acre tract of land now of Catherine W. Brooks, and formerly being lands of Kenneth R. Walker and formerly being lands of Judy T. Walker; On the West by lands now or formerly of F. C. Walker; and on the Northwest by lands now or formerly of F. C. Walker. The aforesaid property is more fully shown, described, and delineated by reference to an unrecorded Plat thereof prepared by W. Gene Whetsell, R. L. S. No. 3131, dated January 27, 1971.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-066 (Portion of 14.52 acres)

ALSO Parcel Five: All that certain piece, parcel, lot, or tract of land situate, lying, and being in Colleton County, South Carolina, in the Ritter School District, containing One and eight hundred thirty-eight thousandths (1.838) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, and measuring, as follows: On the North-Northeast for a distance of Six Hundred and seven tenths (600.7') feet and being bounded thereon by lands now or formerly of Furman C. Walker; On the East-Southeast for a distance of One Hundred Fifteen and five tenths (115.5') feet and being bounded thereon by the right-of-way of a private road leading to Furman C. Walker's home; On the South-Southwest for a distance of Five Hundred Sixty-Three and five tenths (563.5') feet and being bounded thereon by lands known and designated as the Colleton County Farm; and on the West-Northwest for a distance of One Hundred Fifty-Five and five tenths (155.5') feet and being bounded thereon by lands now or formerly of the Simons Estate.

Parcel Five being a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

ALSO Parcel Six: All that certain piece, parcel, or tract of land, situate, lying and being in Colleton County, South Carolina, in the Ritter School District, containing Fifteen and sixteen hundredths (15.16) acres, more or less, together with any and all buildings and improvements thereon, butting and bounding, now or formerly, as follows: On the North by the run of a creek separating the within tract from lands now or formerly of Bennett and formerly being lands C. B. Simons; On the East by lands now or formerly of F. C. Walker of which lands the within tract was formerly a portion thereof; On the South by the right-of-way of a private road separating the within tract from lands now or formerly of F. C. Walker; and on the West by lands now or formerly of Kenneth R. Walker and by lands now or formerly of Bennett.

BEING a portion of the real estate conveyed to Catherine W. Brooks by a Deed from her brother, Kenneth R. Walker, dated and recorded 3/19/1996 in Colleton County Deed Book 717, at Page 129; and being a portion of the real estate previously conveyed to Kenneth R. Walker by Deed of his former wife, Judy T. Walker, dated 6/6/1982 and recorded 6/8/1982 in Colleton County Deed Book 246, at Page 111; and being a portion of the real estate previously conveyed to Judy T. Walker by Deed of her former husband, Kenneth R. Walker, dated and recorded 4/21/1976 in Colleton County Deed Book 185, at Page 475.

TMS NO: 195-00-00-069 (Portion of 16.998 acres)

EXECUTION INSTRUCTIONS FOR DEED

PLEASE SIGN YOUR NAME EXACTLY AS TYPED BELOW THE SIGNATURE LINE, AS THAT IS HOW IT APPEARS ON THE PRIOR DEED GIVING YOU TITLE TO THE REAL ESTATE.

HAVE ALL PARTIES SIGN IN BLUE INK.

WITNESS ONE IS TO SIGN AT ALL BLUE ARROWS AS INDICATED.

NOTARY PUBLIC IS TO SIGN AT ALL PURPLE ARROWS AS INDICATED.

WITNESS TWO CAN BE THE NOTARY PUBLIC.

NOTARY TO WRITE IN COUNTY OF PROBATE, AND FILL IN NOTARY EXPIRATION DATE.

IF YOU HAVE ANY QUESTIONS, PLEASE GIVE ME A CALL AT 843-549-9225.

THANK YOU,

**DEBBIE GUSLER
REAL ESTATE PARALEGAL**

BNL

Year	Amt.		
2003	4,200		55,800
2004	9,000		46,800
2005 ~~Jan~~	4,500	thru April Richard Wood	42,300
2005 ~~Feb~~	3,000	thru April Sand	39,300
2005 ~~May~~	750	thru May	38,550
2005 June	750	thru June	37,800
2005 July	750		37,050
Aug	750		36,300
Sept 2006	656		35,644
Oct 2006	400	water	35,244
Nov 7 2006	600.00		34,644
3-09-07	444.00	KW Paid Cash 200 check	34,200
4-6-07	CWB.	CW.B.	CWB 3-9-07
4-13-07	1000.00	CWB	33,200
4-19-07	600.00	CWB.	32,600 4-13-07
4-27-07	400.00	CWB.	32,200
9-15-07	850.00	CWB.	31,350
3-28-08	600.00	CWB	30,750
5-22-08	600.00	CWB	30,150
6-26-08	500.00	CWB.	29,650
7-3-08	850.00	CWB PW deposited	28,800
	1400.00	CWB	27,400

4,200.00	+
9,000.00	+
4,500.00	+
3,000.00	+
750.00	+
750.00	+
750.00	+
750.00	+
656.00	+
400.00	+
600.00	+
444.00	+
200.00	+
1,000.00	+
600.00	+
400.00	+
850.00	+
600.00	+
600.00	+
500.00	+
850.00	+
1,400.00	+
32,000.00	*

Exhibit "C"

According to the Colleton County Treasurer's Tax Records, the taxes paid by Catherine W. Brooks for 1996 to 2007 on the parcels listed below are as follows:

TMS No. 195-00-00-155 (9.5 acres)

1996	\$ 92.52
1997	\$ 92.52
1998	\$107.40
1999	\$125.65
2000	\$ 18.60
2001	\$ 18.24
2002	\$ 19.38
2003	\$ 22.30
2004	\$ 21.79
2005	\$ 17.24
2006	\$ 20.29
2007	\$ 22.33

TOTAL PAID \$ 578.26

TMS No. 195-00-00-066 (14.5 acres)

1996	\$ 23.79
1997	\$ 21.14
1998	\$ 24.85
1999	\$ 24.92
2000	\$ 25.64
2001	\$ 25.17
2002	\$ 26.74
2003	\$ 30.73
2004	\$ 30.05
2005	\$ 23.79
2006	\$ 28.00
2007	\$ 30.79

TOTAL PAID \$ 315.61

TOTAL PAID FOR BOTH PROPERTIES \$ 893.87

7-8-08

Exhibit "A"

Ken-

This is a copy of my
Ledger Sheets (2) showing
what Catherine paid me.

She started paying me

7-4-2000

Beginning Balance \$ 9,270.10

Interest Paid

2,330.

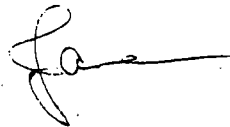
Total She Paid

\$ 11,600.00

I got the last check from
her 2-20-04 I also have
some deeds, mortgages and
plats in my files. I'll bring
these next time I come to
see you.

Hope you're feeling better.

Love you,



Wuiter, Kenneth

D. Brooks, Catherine - 774-423-2
555 Johnson Ave, Col4, SC 29203-3940

Mortgage on 9.5 Ac on Corner Hwy 363 & Cooks Hill Rd

2000	Amount	Schedule	Total Payment	Pymt on Interest	Pymt on Principal	Balance
7 4	Brought Forward					92701
4	Catsck # 7431		200-			90701
8 4	# 7458	39	200-	9244	10756	89625
9 1	# 7506	1/2	200-	8962	11038	8852
10 4	# 7524		200-	8852	11148	8740
11 4	# 7540		200-	8740	11260	8628
12 5	# 7557		200-	8628	11372	8514
			1200-	44424		
2001						
1 2	Catsck # 7564	1/2	200-	8514	11486	8399
2 4	" 7576	22	600-	6075	53925	7860
2 6	" 7585	13	200-	3359	16641	76930
3 7	" 7588	29	200-	7335	12665	75670
4 4	" 7605	28	200-	6966	13034	74368
2 3	" 7616	19	200-	4645	15355	72830
5 30	" 7473	37	200-	8860	11140	71710
7 11	# 7496	42	200-	9963	10097	70709
8 9	" 7670	29	200-	55657	4435	69385
9 5	" 7686	27	200-	6742	13258	67999
10 5	" 7700	30	200-	6159	13841	66676
11 5	" 7635	31	200-	6707	13293	65349
12 4	She Suck # 7647	29	200-	6795	13205	63978
	6200 - I g ave back		200-	6231	13769	62607
			4200-	132717		
12 1	# 7712	27	200-	7781	12219	61388
2 6	# 7718	27	200-	5570	14430	59958
2 8	# 7733	22	200-	4434	15566	58402
3 23	# 7743	23	200-	4518	15482	56854
4 10	# 7752	18	200-	3444	16536	55200
5 3	# 7761	23	200-	4275	15725	53625
6 4	# 7789	32	200-	5783	14217	52208
7 1	# 7	27	200-	4753	15247	50681
30	# 7901	29	200-	4959	15041	49172
8 21	# 7832	22	200-	3654	16346	47538
10 3	# 7853	43	200-	6911	13089	46237
10 31	# 7867	27	200-	4382	15620	44677
12 1	I gave back	31	200-	4698	15310	43147
			200-	6353	13089	

Merry Christmas

2003	Begin 2003	Total	Other	Late	Pymt	Pymt	Balance
	1070	Payments	Charges	Charges	on	on	
					Interest	Princ. pay	
	Brought Forward						444879
1	2 CK# 7900	32	200-		39-	161-	428779
2	5 # 7916	34	200-		3994	16006	412773
	26 # 7925	15	200-		1696	18304	394469
3	18 # 7938	26	200-		2810	17190	377279
	22 # 7941	4	200-		413	19587	357692
4	9 # 7947	18	200-		1764	18236	339456
5	6 # 7962	27	200-		2511	17489	321967
6	4 # 7981	29	200-		2558	17442	304525
	20 # 7989	16	200-		1335	18665	285860
7	22 # 8011	33	200-		2506	17494	268366
9	4 # 8042	44	200-		3235	16765	251601
10	7 # 8060	33	200-		2275	17725	233876
11	7 # 5000	31	200-		1986	18014	215862
12	3 # 5022 Return	26	200-	Merry Christmas!	1538	18462	1974-
	15 # 5026	12	400-		649	39351	158049

320000
100000

33170
231039

2004							
1	12 CK# 5036	28	40000		1212	38788	119261
1	19 CK# 5041	7	40000		229	39771	79490
2	13 # 5056	25	400-		544	39456	40034
3	20 CK# 5062		40000			400	-0-

1985
233024

Paul - full
2-20-04

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER : 139-08-027952

DECEDENT'S INFORMATION:

NAME: *KENNETH RAY WALKER*

AKA's: NOT LISTED

SEX: MALE

DATE OF DEATH : SEP 20 2008

SOCIAL SECURITY NUMBER: [REDACTED]

ARMED FORCES: NO

DATE OF BIRTH: [REDACTED]

AGE: 63 YEARS

PLACE OF DEATH INFORMATION:

TYPE: DECEDENT'S HOME

FACILITY NAME AND ADDRESS: [REDACTED]

DISPOSITION INFORMATION:

METHOD: ENTOMBMENT

PLACE: GREENLAWN MAUSOLEUM

LOCATION: WALTERBORO, SOUTH CAROLINA

DEMOGRAPHIC INFORMATION:

RESIDENCE: [REDACTED]

PLACE OF BIRTH: SOUTH CAROLINA

MARITAL STATUS: DIVORCED (AND NOT REMARRIED)

SURVIVING SPOUSE'S NAME: NOT LISTED

FATHER'S NAME: F C WALKER

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: MARTHA ANN WALKERK

INFORMANT'S INFORMATION:

INFORMANT'S NAME: ROGER WALKER

RELATIONSHIP: FAMILY MEMBER

MAILING ADDRESS: [REDACTED]

FUNERAL HOME: PARKER-RHODEN FUNERAL HOME, 117 PAUL ST., WALTERBORO, SC, 29488-1305

FUNERAL DIRECTOR: GORDON L. RHODEN JR.

LICENSE NUMBER: 2147

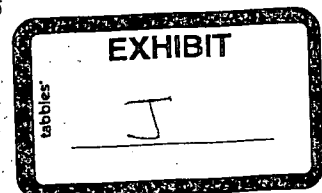
EMBALMER'S NAME: GORDON L RHODEN JR

LICENSE NUMBER: 1680

CAUSE OF DEATH - PART I

END STAGE CARDIAC FAILURE

CONGESTIVE HEART FAILURE



PART II

CORONER CONTACTED? YES

AUTOPSY PERFORMED? NO

AUTOPSY AVAILABLE? NOT LISTED

ACTUAL OR PRESUMED TIME OF DEATH: 21:00 PM

MANNER OF DEATH: NATURAL

INJURY INFORMATION:

DATE OF INJURY: NOT LISTED

TIME OF INJURY: NOT LISTED

INJURY AT WORK? NOT LISTED

PLACE OF INJURY: NOT LISTED

LOCATION OF INJURY: NOT LISTED

HOW THE INJURY OCCURRED?

NOT LISTED

CERTIFIER NAME AND TITLE: CORONER RICHARD M. HARVEY

LICENSE NUMBER: NOT LISTED

CERTIFIER'S ADDRESS: PO BOX 2264, WALTERBORO, SC, 29488

DATE FILED: SEP 24 2008

DATE OF ISSUANCE: SEP 26 2008

SPECIAL INSTRUCTIONS :

SC 00077508

ISSUED SEP 26 2008

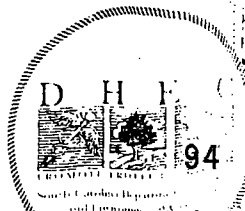
This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Carl Hunter
C. Earl Hunter
Commissioner and State Registrar

Guang Zhao
Guang Zhao
Assistant State Registrar

This copy is not valid unless prepared on an engraved border displaying the state seal and issuing agency logo.

Revision Date: 05/01/2008



STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

IN THE NAME OF GOD, AMEN:

Last Will and Testament

I, KENNETH R. WALKER, a single man, of Route 1, Walterboro, Colleton County, South Carolina, being of sound and disposing mind and memory, and desiring to make such disposition of my worldly estate as I deem best, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking any and all former Wills and Codicils by me made.

ITEM I: I direct that all my just debts and funeral expenses be paid out of my estate as soon after my decease as conveniently may be and to that end charge my whole estate, real and personal, with the same;

ITEM II: I hereby give, devise and bequeath to my beloved children, JIMMY RAY WALKER, ROGER WENDELL WALKER and WILSON WHITNEY WALKER, also known as WILL WALKER, share and share alike, upon the condition of survival of me, all property of which I may die seized and possessed, both real and personal, of whatever kind and wherever situate, in fee simple, absolutely and forever;

ITEM III: I hereby nominate, constitute and appoint my beloved sister, JANE WALKER BALLAGH, Personal Representative of this my LAST WILL AND TESTAMENT, and direct that she be allowed to serve without bond. In the event that my beloved sister, JANE WALKER BALLAGH, should predecease me, or otherwise be unable or unwilling to serve as Personal Representative, then in that event I hereby nominate, constitute and appoint my son, ROGER WENDELL WALKER as alternate Personal Representative, and direct that he be allowed to serve without bond;

ITEM IV: Should I die and any of my children be under the age of eighteen (18) years, I direct that JANE WALKER BALLAGH be appointed Guardian of the person and property of my child or children who are under the age of eighteen (18) years or are otherwise disabled and to serve during the minority or disability of each; and, I direct that no bond or other

EXHIBIT

K

undertaking be required of her for the performance of the duties of such office.

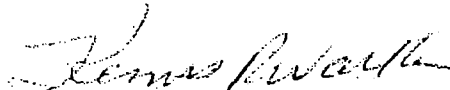
IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this 27th day of JANUARY, 1988.

Kenneth R. Walker (SEAL)
KENNETH R. WALKER

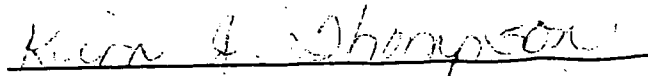
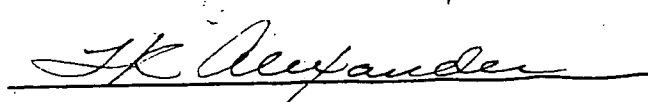
THE FOREGOING INSTRUMENT was, on this 27th day of JANUARY, 1988, subscribed to and by KENNETH R. WALKER, the foregoing named Testator, and by him signed, sealed, published and declared to be his LAST WILL AND TESTAMENT, in the presence of us who, in his presence, at his request, and in the presence of each other, all present together, have subscribed our names as witnesses hereto:

Wm. J. Thompson ADDRESS *W. J. Thompson, SC.*
H. C. Candler ADDRESS *Walterboro, S.C.*
Michael W. Smith ADDRESS *Walterboro, SC*

I, KENNETH R. WALKER, the testator, sign my name to this instrument this 27th day of JANUARY, 1988, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my LAST WILL and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


KENNETH R. WALKER

We, T. K. ALEXANDER and KIM J. THOMPSON, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen years of age or older, of sound mind and under no constraint or undue influence.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Subscribed, sworn to and acknowledged before me by KENNETH R. WALKER, the testator and subscribed and sworn to before me by T. K. ALEXANDER and KIM J. THOMPSON, witnesses, this 27th day of JANUARY, 1988.


NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10-9-90

(S E A L)

PAGE THREE OF THREE PAGES

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

IN THE MATTER OF: Kenneth Ray Walker

IN THE PROBATE COURT

CASE NUMBER: 2008-ES-15-00226

APPLICATION FOR

INFORMAL

- ☒ PROBATE OF WILL
☒ APPOINTMENT

(check any that apply)

PETITION FOR

FORMAL

- ☐ TESTACY
☐ APPOINTMENT

Applicant/Petitioner: Roger W. Walker

Address:

Telephone:

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION:

1. Give your relationship to the decedent, if any, and your interest in this proceeding.

Son; I am applying to be appointed as Personal Representative of my father's Estate.

2. Decedent Information

Name: KENNETH RAY WALKER

Social Security Number:

Date of Birth:

Date of Death: 9/20/2008

Age at date of death: 63 years old

Domicile at date of death: Colleton South Carolina
(county) (state)

2008 OCT 15 AM 9:48
COLLETON COUNTY
PROBATE COURT

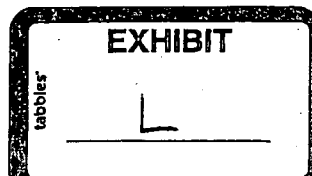
3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county because:

- 4.a. Names and addresses of devisees in the will including dates of birth of minors. If there are no minors, so state.

Name	Date of Birth	Address	Relationship to Decedent
Jimmy Ray Walker		106 Valley Road, Lawrenceville, GA 30044	Son
Roger Wendell Walker		P.O. Box 1102, Walterboro, SC 29488	Son
Wilson Whitney Walker		106 Valley Road, Lawrenceville, GA 30044	Son

(use additional sheet if necessary)



- 4.b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors. If there are no minors, so state. Intestate heirs are the persons who would inherit if the decedent left no will.

Name	Date of Birth	Address	Relationship to Decedent
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
- ☒ NO ☐ YES If yes, please explain, on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
- ☒ NO ☐ YES If yes, please explain, on page 3.
7. Has a guardian or conservator ever been appointed for this person?
- ☒ NO ☐ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
- ☒ NO ☐ YES If yes, please state details, including names and addresses on page 3.
10. Have more than ten years passed since the decedent's death?
- ☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of \$7,000.00 and real estate of about the value of \$6,000.00 full inventory and appraisal, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
- ☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:

- ☐ The original is attached
- ☒ The original is in the Court's possession
- ☐ An authenticated copy of a will probated in another jurisdiction is attached
- ☐ An authenticated copy of a will not probated in another jurisdiction is attached
- ☐ The will is lost, destroyed, or otherwise unavailable, however, a description of its contents is attached

2. Do you believe, to the best of your knowledge, the will described above was validly executed?

- ☒ Yes ☐ NO If no, please explain on page 3.

3. The date of execution of the will was: January 27, 1988

codicil(s): _____

4. Are you aware of any instrument or document amending or revoking the will?

- ☒ NO ☐ YES If yes, please explain on page 3.

5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?

- ☒ YES ☐ NO If no, please explain on page 3.

6. Do you believe the will defined in "1" above is the decedent's last will?

- ☒ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION (S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheet.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:

Roger W. Walker, P.O. Box 1102, Walterboro, SC 29488

2. Priority for this appointment is:

- ☐ named as Primary Personal Representative in will
☒ named as Alternate Personal Representative in will
☐ nominee of above Primary Personal Representative in will
☐ nominee of above Alternate Personal Representative in will
☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse
☐ other devisee of decedent, (describe): _____ or nominee of said devisee
☐ surviving spouse of decedent or nominee of said spouse
☐ other heir of decedent (describe): _____
☐ creditor (Forty-five days after death must have passed), or nominee of creditor
☐ Other (describe): _____

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

Jane Walker Ballagh, (Sister) nominated in the Last Will and Testament, Item #III

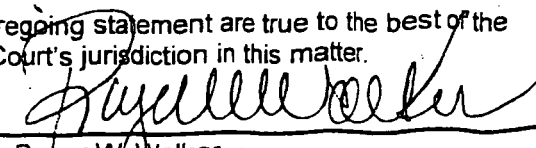
IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

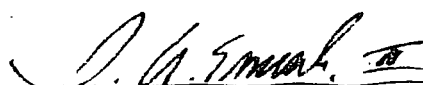
SWORN to before me this 13th day of
October, 20 08

Everett W. Bennett, Jr.
Notary Public for South Carolina
My Commission Expires: 07/26/2010

Signature: 
Name: Roger W. Walker
Address: P.O. Box 1102
Walterboro, SC 29488
E-mail: _____
Telephone (O): (843) 908-9986
(H): (843) 893-2285

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☒ GRANTED ☐ DENIED informally
this 15th day of October, 2008.


I.A. Smoak, III, Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE: _____

TIME: _____

PLACE: _____

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing.

Executed this _____ day of _____

I.A. Smoak, III, Probate Court Judge

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that

☐ The decedent died intestate. The heirs are:

☐ The decedent died testate. IT IS HEREBY ORDERED that the Last Will and Testament of the above-named decedent, dated _____, be admitted formally to probate.

Executed this _____ day of _____, 2008.

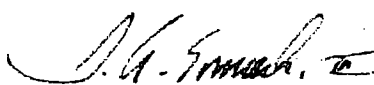
I.A. Smoak, III, Probate Court Judge

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application/petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance.

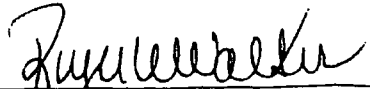
Executed this 15th day of October, 2008.



I.A. Smoak, III, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: 
Name: Roger W. Walker
Address: P.O. Box 1102
Walterboro, SC 29488
E-mail: _____
Telephone (O): _____
(H): (843) 893-2285, (843) 908-9986

Signature: _____
Name: _____
Address: _____
E-mail: _____
Telephone (O): _____
(H): _____

Attorney: E. W. Bennett, Jr.
Address: Post Office Box 693
Walterboro, SC 29488
E-mail: Bop@lowcountry.com
Telephone (O): 843 549-9225

LAW OFFICES
E.W. BENNETT, JR., ATTORNEY AT LAW
P.O. BOX 693
WALTERBORO, SOUTH CAROLINA
29488-0693

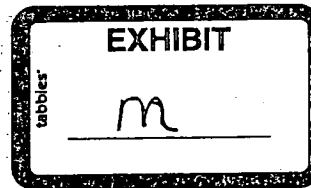
E. W. BENNETT, JR.

148 S. JEFFERIES BLVD.
AREA CODE 843
PHONE 549-9225
FAX 549-8566

September 26, 2008

Mrs. Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

Re: Multiple Parcels of Real Estate in Colleton County
TMS No. 195-00-00-155 (9.5 acres)
TMS No. 195-00-00-069 (15.3 acres)
TMS No. 195-00-00-066 (14.5 acres)
TMS No. 195-00-00-130 (2.5 acres)
Attorney File No. 08-3461.abs



Dear Mrs. Brooks:

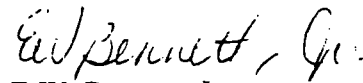
Please be advised that I have been retained by your nephew, Roger W. Walker to assist him with the legal work in regard to his deceased father's assets. As you are aware, Kenneth died on September 20, 2008. Before Kenneth died, he had retained my services to prepare the Deed necessary to reclaim the property that he had previously deeded to you to hold in a Constructive Trust, which property was to be conveyed back to him, the terms of which were set forth in my prior letter to you dated September 15, 2008. As evidenced by the prior Deed I sent to you on September 15, it was your brother's wishes that the property be vested in Roger W. Walker at the time of Kenneth's death. Also, please find enclosed herewith, a revised Deed for you to convey the property referenced hereinabove to Roger W. Walker. Roger has authorized me to offer you the sum of \$28,293.87 to transfer the real estate from yourself to him. That is the sum of \$27,400.00 which is the amount you show due you on your balance sheet (enclosed herewith), and the back taxes you have paid on the real estate in the sum of \$893.87. As soon as you inform our office that you are in agreement with Roger's offer, or if you mail the executed Deed back to my office, Roger has informed me that he will have the funds in my trust account to submit to you for payment within 10 business days. If you mail the Deed to us, we will not record same until we have confirmed that you have actually received and have such check for payment in your possession. Or if you prefer, you could come to our office to sign the Deed and pick up your check at the same time.

I am also enclosing for your review, "your hand written note", which you wrote on behalf of Kenneth Walker on July 16, 2004, outlining that the money due Kenneth from Larry Herndon would be paid directly to you towards the \$60,000.00 Kenneth owed you, until such time as Kenneth's indebtedness to you was paid in full. At that time, the note states that you would release to Kenneth all the property off Cooks Hill Road, which he had previously deeded to you to be held in a Constructive Trust.

Roger has authorized me to hold his offer open to you for 30 days, after which time, he will proceed with a lawsuit to obtain his father's real estate. It could cost each of you in excess of \$10,000.00 to take this into litigation, and based on your hand written note mentioned herein, the original document which I have in my file, is more than enough evidence to prove that the land was placed with you in trust by Kenneth.

After your review of the enclosed, if you have any questions or concerns, please call my office to discuss same. If you think that Roger's offer is out of line, then please let me know what you would consider fair in order to convey the property to him. Please review the attached information and return the executed Deed to my office at your earliest convenience or call my office to set up a time to come in and sign the Deed and pick up your check. I look forward to hearing from you.

Sincerely,



E.W. Bennett, Jr.,
Attorney at Law

EWBjr/dg

Enclosures: as stated

cc: Roger W. Walker

Kenneth Starting at \$60,000
Kenneth gave me By CUB.

BAL

year	amt.		
2003	*4,200		55,800
2004	9,000		46,800
2005 ~~Jan~~	4,500	thru April	Richard Wood 42,300
2005 ~~Feb~~	3,000	thru April	Sand 139,300
2005 ~~May~~	750	thru May	38,550
2005 June	750	thru June	37,800
2005 July	750		37,050
Aug	750		36,300
Sept 2006	656		35,644
Oct 2006	400	Wash	35,244
Nov 2006	600.00		34,644
3-09-07	444.00	KW Paid cash 200 check 244	34,200
4-6-07	CWB.	C.W.B.	CWB 3-9-07
4-13-07	1000.00	CWB	33,200
4-19-07	600.00	CWB.	32,600 4-13-07
4-27-07	400.00	CWB.	32,200
9-15-07	850.00	CWB.	31,350
3-28-08	600.00	CWB	30,750
5-22-08	600.00	CWB	30,150
6-26-08	500.00	CWB.	29,650
7-3-08	850.00	CWB RW deposited	28,800
	1400.00	CWB	27,400

To Whom It May Concern, As of this date (July 16, 2004) I Kenneth Walker would like for all the money from Larry Herndon to be paid to Catherine W. Brooks until she is paid sixty thousand dollars. At that time she is to release to Kenneth Walker all the property off Cooks Hill Road at Walterboro, S.C. Any money Kenneth pays Catherine W. Brooks will be toward the sixty thousand dollars.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Catherine Brooks,

Plaintiff,

v.

Roger Walker, Enterprise Bank of
South Carolina, and Bank of Walterboro

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE 14TH JUDICIAL CIRCUIT
CIVIL CASE NO: 2009-CP-15-1068

**ANSWER OF DEFENDANT
ROGER WALKER**

The Defendant, Roger Walker, by and through his undersigned legal counsel herein, specifically reserving all of his rights under and pursuant to any and all Rule 12 Motions as set forth herein below, or filed simultaneously herewith, or subsequent hereto, answering in response to the Plaintiff's Complaint dated 12/1/2009 and filed herein on 12/3/2009, would show and allege unto this Honorable Court as follows:

FOR A FIRST DEFENSE:

(Rule 12(b)(6) & Rule 12(b)(7) Motions to Dismiss & Responses to Allegations of Complaint)

1. The Defendant, Roger Walker, hereby specifically denies and demands strict proof thereof each and every allegation contained in the Plaintiff's Complaint not hereafter expressly admitted, explained, modified, or qualified.

2. The Defendant, Roger Walker, hereby moves pursuant to Rule 12(b)(6) of the S.C. Rules of Civil Procedure, for the entry of an Order by this Court after holding a hearing thereon, dismissing the Plaintiff's Complaint with costs and prejudice, on the basis that such Complaint as now drawn fails to state facts sufficient to constitute a cause of action upon which this Court could grant in favor of the Plaintiff any of the legal or equitable remedies or relief against the Defendant, Roger Walker, as requested thereunder by the Plaintiff, in that, among other things, the Plaintiff's Complaint alleges under its First Cause of Action at Paragraph No. 14 thereof that "The Defendant, Roger Walker, intentionally or grossly negligently and recklessly participated in the foregoing events in one or more of the following particulars, to wit: (a.) In cashing, negotiating, or otherwise **converting** funds rightfully intended for Plaintiff for his own use and benefit; (b.) In failing to preserve, protect, and

PATRICIA D. GRANT
COLLETON COUNTY
COMMON PLEAS
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properly convey properties and funds to the Plaintiff without legal justification; (d.) In **diverting** insurance settlement funds to which Plaintiff was entitled;" and such Complaint also alleges that the Plaintiff was the Payee of all lease checks for the rental of a commercial building and for the sale of fill dirt and top soil and a certain insurance property damage settlement check all of which the Plaintiff claims that her name thereon as Payee was intentionally and fraudulently forged as an endorsement thereto by the Defendant, Roger Walker, who Plaintiff alleges then negotiated and cashed such checks at either the Enterprise Bank of South Carolina or Bank of Walterboro for the purpose of **converting** all such checks in question and the funds therefrom to and for his own use and benefit, however, such Complaint fails to allege or assert anywhere therein that the Plaintiff as Payee ever received the actual delivery in any form or fashion or manner of any such checks in question and such Complaint also fails to allege or assert anywhere therein that the Defendant, Roger Walker, was the Plaintiff's Agent or Co-Payee in regard to any such checks in question, and the Plaintiff under Paragraph Nos. 5, 6, and 8 of her Complaint actually states, alleges, acknowledges, and admits that from 4/19/2004 through and until the latter part of 2008 that the Plaintiff as the Lessor never received any of the monthly lease payment checks in question from the Lessee, American Bio-Mass, LLC; and as a result of the aforesaid fatal deficiencies concerning and pertaining to the Plaintiff's Complaint as drawn and filed herein any and all claims and causes of action as stated, set forth, and contained therein should now be immediately dismissed as a matter of law with costs and prejudice by this Court as requested under the within Rule 12(b)(6) Motion to Dismiss pursuant to the provisions of **Section 36-3-420 (a)** of the 1976 S.C. Code of Law, which states in pertinent part, as follows: ... **"An action for conversion of an instrument may not be brought by ... (ii) A Payee or Indorsee who did not receive delivery of the instrument either directly or through delivery to an Agent or a Co-Payee"**.

3. The Defendant, Roger Walker, also hereby moves pursuant to Rule 12(b)(7), SCRPC, for the entry of an Order by this Court after holding a hearing thereon, dismissing with costs and prejudice the Plaintiff's Complaint as drawn and filed herein because such Complaint fails to name and identify and join as necessary party defendants thereto, the Drawers and Payors of the alleged unlawfully forged and converted checks in question, namely, **"American Bio-Mass, LLC"** and **"Woods Brothers Construction Company, Inc."**, as necessary and indispensable parties thereto and true parties at interest in regard to this lawsuit as required for a complete adjudication of all issues in this case as required under Rule 19(a) of the S.C. Rules of Civil Procedure which provides

that one may be joined as a party in an action if, in the absence of such non-joined party or parties, complete relief cannot be accorded among those already parties to such lawsuit or if such non-joined party claims an interest in the subject of the action and is so situated that disposition of the action in such non-joined party's absence may impair such non-joined party's ability to protect that interest or may subject those already parties to such lawsuit to a substantial risk of incurring multiple or otherwise inconsistent obligations by reason of such non-joined party's claimed interest therein; and the joinder of **"American Bio-Mass, LLC"** and **"Woods Brothers Construction Company, Inc."**, as necessary and indispensable party defendants to this lawsuit would not deprive this Court of its subject matter jurisdiction hereof.

4. The Defendant, Roger Walker, hereby admits the allegations as contained and set forth under Paragraph Nos. 1, 2, 3, 4, and 9 of the Plaintiff's Complaint.

5. The Defendant, Roger Walker, admits such portion thereof as alleges that the **Plaintiff entered into a real estate lease with a third party, American Bio-Mass, LLC, on or about April 19, 2004, related to a commercial building and lot located at 36 Clearwater Drive in Walterboro, South Carolina**, however, the Defendant, Roger Walker, hereby specifically denies and demands strict proof of the rest and remaining allegations as contained and set forth under Paragraph No. 5 of the Plaintiff's Complaint.

6. The Defendant, Roger Walker, hereby specifically denies and demands strict proof of the allegations as contained and set forth under Paragraph Nos. 6, 7, and 8 of the Plaintiff's Complaint.

7. In regard to Paragraph Nos. 5, 6, 7, 8, and 9 of the Plaintiff's Complaint, the Defendant, Roger Walker, would hereby affirmatively show and allege in further response thereto that any and all such lease payment checks received by him were given or sent directly to him for the sole use and benefit of his father, Kenneth R. Walker a/k/a Kenneth Ray Walker, by the Tenant, American Bio-Mass, LLC, and were endorsed, negotiated, and cashed by him at various banks with all of the proceeds therefrom either being given to or disbursed and applied for and on behalf of his father, Kenneth R. Walker, all with the express knowledge, consent, permission, and authorization of the Plaintiff and as specifically directed and instructed by the Plaintiff, who was never supposed to receive any such lease payments or any benefits from the aforesaid Lease dated 4/19/2004 because such lease payments were always intended for the sole use and benefit of the Plaintiff's brother, Kenneth R. Walker, since the Plaintiff was holding legal title in her name in and to the subject real estate leased thereunder known as 36 Clearwater Drive, Walterboro, S.C. 29488 as the Seller thereof

pursuant to the agreed provisions of a Real Estate Installment Sale Contract previously entered into with her brother, Kenneth R. Walker, his heirs and assigns, as the Purchaser thereof, and/or the Plaintiff was holding legal title thereto as the Trustee for the sole use and benefit of her brother and the prior fee-simple owner of such real property, Kenneth R. Walker, his heirs and assigns, as the Beneficiary thereof, pursuant to the agreed provisions of either an Express Trust or a Constructive Trust or a Resulting Trust in regard thereto, with the terms and conditions thereof and of the aforesaid Real Estate Installment Sale Contract having been materially breached and substantially broken and violated by the Plaintiff both prior to and after the testate death on 9/20/2008 of her late brother, Kenneth R. Walker, all as more fully appears and is stated in the Complaint filed on 12/31/2009 with the Colleton County Common Pleas Court at Civil Case No. 2009-CP-15-1148 by Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as Plaintiffs, against Catherine W. Brooks, as Defendant, setting forth causes of action for Breach and Specific Performance of Real Estate Installment Sale Contract and/or for Breach of an Express Trust and/or for Breach of Constructive Trust and/or for Breach of Resulting Trust, with all of the allegations contained in such aforesaid Complaint filed on 12/31/2009 being realleged and restated and reiterated and fully and completely incorporated herein by specific reference thereto as if repeated and rewritten hereunder verbatim.

8. The Defendant, Roger Walker, hereby specifically denies and demands strict proof of the allegations as contained and set forth under Paragraph Nos. 10, 11, 12, 14, and 20 of the Plaintiff's Complaint.

9. In a further and affirmative response to Paragraph Nos. 10, 11, 12, and 14 of the Plaintiff's Complaint, the Defendant, Roger Walker, who is also known as Roger Wendell Walker, hereby realleges and restates and reiterates and fully and completely incorporates herein by specific reference thereto as if repeated and rewritten hereunder verbatim all of the allegations as contained and set forth in the Complaint filed on 12/31/2009 with the Colleton County Common Pleas Court at Civil Case No. 2009-CP-15-1148 by Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as the Plaintiffs, against Catherine W. Brooks, as the Defendant.

10. That no response whatsoever is required from the Defendant, Roger Walker, in regard to the allegations as contained and set forth under Paragraph Nos. 13, 15, and 18 of the Plaintiff's Complaint.

11. In response to Paragraph Nos. 16 and 17 under the Second Cause of Action of the Plaintiff's Complaint, the Defendant, Roger Walker, hereby specifically denies having any prior knowledge or information or involvement on his part as to any such alleged acts of conspiracy and complicity and wrongdoing in regard to any improper and unlawful conversion of funds allegedly belonging to the Plaintiff as set forth thereunder and as to any such negligent or grossly negligent or reckless acts and conduct as alleged thereunder on the part of the Defendant, Enterprise Bank of South Carolina, and he would hereby demand and require strict proof thereof from the Plaintiff.

12. In response to Paragraph No. 19 under the Third Cause of Action of the Plaintiff's Complaint, the Defendant, Roger Walker, hereby specifically denies having any prior knowledge or information or involvement whatsoever on his part as to any such alleged acts of conspiracy and complicity and wrongdoing as stated and set forth thereunder and as to any such negligent or grossly negligent or reckless acts and conduct as alleged thereunder on the part of the Defendant, Bank of Walterboro, and he would hereby demand and require strict proof thereof from the Plaintiff.

13. The Defendant, Roger Walker, in further response to the allegations contained in the Plaintiff's Complaint would hereby affirmatively show and allege upon information and belief that a lawsuit setting forth causes of action for Breach and Specific Performance of Real Estate Contract and for Breach of an Express or Constructive or Resulting Real Estate Trust was filed on 12/31/2009 with the Common Pleas Court for Colleton County at Civil Case No. 2009-CP-15-1148 by Roger Wendell Walker, Jimmy Ray Walker, and Wilson Whitney Walker, as Plaintiffs, against Catherine W. Brooks, as the Defendant, which Complaint involves different causes of action and several different parties thereto, but addresses closely related issues concerning certain rental payment checks and funds and certain fill dirt and top soil sales checks and funds generated and realized from certain portions of the same subject real estate as more fully described therein, which checks and funds the Plaintiff and Payee herein, Catherine W. Brooks, is now alleging in the above-captioned action to have been intended for her sole and exclusive personal use and benefit and is also alleging herein to have been negligently and recklessly and intentionally and unlawfully converted by the above-named Defendant, Roger Walker, for his own personal use and benefit; and the Defendant, Roger Walker, is informed and believes, as a result thereof and in the interests of judicial time and economy and in order to promote justice and to prevent multiplicity of lawsuits and to prohibit the possibility of inconsistent rulings and unfair results in the two (2) above-referenced pending civil actions, that

the Defendant, Roger Walker, is entitled to the immediate entry in his favor by this Court of a Protective Order requiring that the merits hearing and the final adjudication and disposition of and ruling by this Court upon the issues in the above-captioned case be held in abeyance and postponed until and pending such time as this Court first hears and adjudicates and rules upon and finally disposes of all issues involved in the aforesaid related lawsuit entitled Roger Wendell Walker, Jimmy Ray Walker, Wilson Whitney Walker, as the Plaintiffs, against Catherine W. Brooks, as Defendant, and filed on 12/31/2009 with the Common Pleas Court for Colleton County at Civil Case No. 2009-CP-15-1148.

FOR A SECOND AND AFFIRMATIVE DEFENSE:

(Three (3) Year Statute of Limitations pursuant to Section 36-4-111 of the 1976 S.C. Code of Laws and Section 15-3-530 of 1976 S.C. Code of Laws)

14. That the Defendant, Roger Walker, hereby reaffirms and realleges and restates all of the allegations as stated and set forth herein above under Paragraph Nos. 1 through 13, inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

15. That the Defendant, Roger Walker, is informed and believes, that it is entitled to have this Court issue and enter an appropriate Order in his favor in this matter declaring and adjudicating as a matter of law that any and all claims and causes of action contained in the Plaintiff's Complaint accruing against the Defendant, Roger Walker, on or before 12/3/2006 based upon any and all checks in question as alleged by Plaintiff to have been intentionally, negligently, and unlawfully forged, negotiated, presented, cashed, paid, deposited, and converted on or prior to 12/3/2006, and any and all pecuniary damages resulting therefrom, as stated, set forth, and alleged in the Plaintiff's Complaint are hereby fully and completely time barred and prohibited based on the provisions of the applicable three (3) year statute of limitations pursuant to Section 36-4-111 of the 1976 S.C. Code of Laws and pursuant to Section 15-3-530 of the 1976 S.C. Code of Laws.

FOR A THIRD AND AFFIRMATIVE DEFENSE:

(Laches)

16. That the Defendant, Roger Walker, hereby reaffirms and realleges and restates all of the allegations as stated and set forth herein above under Paragraph Nos. 1 through 15, inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

17. The Defendant, Roger Walker, is informed and believes that the long delay for a period of time in excess of 5.5 years from 4/19/2004 through 12/3/2009 resulting from the intentional neglect and willful failure of the Plaintiff and alleged Payee herein, Catherine Brooks, to timely file this lawsuit and to plead the issues and claims and causes of action as stated and set forth in her Complaint as drawn and filed herein when she already knew as of April of 2004 that none of the checks and funds in question as complained of and as alleged and set forth under her Complaint were being received by her or given or forwarded or delivered to her by the Payers thereof, which lengthy delay of more than 5.5 years in bringing this lawsuit when she already had express knowledge of existence and accrual of such claims and causes of action since April of 2004 is unreasonable, unexplainable, and inexcusable and is unduly and extremely prejudicial to the Defendant, Roger Walker, and its pecuniary interests regarding, concerning, and pertaining to this lawsuit; and, thus, as a direct and proximate result thereof the Defendant, Roger Walker, is therefore informed and believes that all of the claims and causes and action as stated and set forth in the Plaintiff's Complaint filed herein are completely barred in their entirety by Laches.

FOR A FOURTH AND AFFIRMATIVE DEFENSE:
(Ratification Based on Section 36-3-403(a))

18. That the Defendant, Roger Walker, hereby reaffirms and realleges and restates all of the allegations as stated and set forth herein above under Paragraph Nos. 1 through 17, inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

19. The Defendant, Roger Walker, is informed and believes that all of the Plaintiff's causes of action as stated and set forth in her Complaint filed herein for both legal and equitable relief based on her claims and allegations therein that the all of the checks and funds in question thereunder were previously intentionally and unlawfully forged, negotiated, presented, cashed, deposited, and converted are fully and totally barred and prohibited by the complete and affirmative defense of ratification pursuant to Section 36-3-403(a) of the 1976 S.C. Code of Laws since it appears, based upon the allegations contained in her Complaint, that the Plaintiff, Catherine Brooks, as the alleged Payee of all such challenged checks in question herein, expressly states and acknowledges in her Complaint that she was never given and that she never received delivery of and that she was never in the actual physical possession of any such complained of checks in question herein and that she never signed or endorsed or negotiated or

presented or cashed or deposited any such challenged checks in question herein and that she never received any monetary benefits therefrom as the intended and named Payee of all such checks in question from April of 2004 through and until the latter part of 2008, and, thus, based on such assertions as contained in her Complaint it is implied by law that the Plaintiff therefore accordingly must have had actual knowledge that someone else was receiving, endorsing, negotiating, and signing her name to any and all such complained of checks in question, and presenting all such checks to be cashed or deposited, and retaining all of the pecuniary benefits therefrom, and based on certain prior express statements made by the Plaintiff in regard thereto and based on the prior conduct on the part of the Plaintiff by knowingly, intentionally, voluntarily, and willfully allowing another person(s) to sign and endorse her name to all checks in question on which she was the named payee, and by also allowing such other person(s) to then present, negotiate, cash, and/or deposit all such checks in question and to retain for their own use all of the financial benefits therefrom for a continuous period of time in excess of four (4) years constitutes as a matter of law pursuant to the provisions of Section 36-3-403(a) of the 1976 S.C. Code of Laws a retroactive ratification by the Plaintiff of all of the prior unauthorized signatures and endorsements of the Plaintiff's name as Payee to all such challenged checks in question herein and also constitutes as a matter of law pursuant to Section 36-3-403(a) of the 1976 S.C. Code of Laws a retroactive ratification by the Plaintiff of the retention by the person(s) actually signing and endorsing and presenting such complained of checks in question of all of the financial benefits therefrom.

FOR A FIFTH AND AFFIRMATIVE DEFENSE:
(Estoppel)

20. That the Defendant, Roger Walker, hereby reaffirms and realleges and restates all of the allegations as stated and set forth herein above under Paragraph Nos. 1 through 19, inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

21. That the Defendant, Roger Walker, is informed and believes that he is entitled to have an Order and Decree entered by this Court declaring the Plaintiff to be estopped from asserting any of the legal and/or equitable claims and causes of action and remedies as stated and requested in her Complaint filed herein based upon the detrimental reliance by the Defendant, Roger Walker, upon the Plaintiff's acquiescence by silence as expressly stated and admitted and

acknowledged by the Plaintiff in the allegations of her Complaint as drawn and filed herein and as evidenced by the Plaintiff, Catherine Brooks, as the alleged named Payee of all such challenged checks in question herein, knowingly and intentionally and willfully remaining silent and quiet for a continuous period of time of more than 5.5 years from April of 2004 through and until 12/3/2009 before notifying the Defendant, Roger Walker, of any such claims and causes of action as set forth and asserted in her Complaint as drawn and filed herein concerning and pertaining to the challenged checks and funds in question as alleged thereunder to have previously been intentionally and unlawfully and wrongfully forged, negotiated, cashed, deposited, and converted to someone else's use and benefit, upon which aforesaid acquiescence by silence on the part of the Plaintiff and Payee herein, Catherine Brooks, the Defendant, Roger Walker, relied upon to its great detriment and extreme prejudice for a period of time in excess of 5.5 years.

FOR A SIXTH AND AFFIRMATIVE DEFENSE:
(Waiver)

22. That the Defendant, Roger Walker, hereby reaffirms and realleges and restates all of the allegations as stated and set forth herein above under Paragraph Nos. 1 through 21, inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

23. That the Defendant, Roger Walker, is informed and believes that he is entitled to the entry of an Order and Decree by this Court declaring that the Plaintiff, Catherine Brooks, as the alleged named Payee of all such challenged checks in question herein, based on her prior knowing, intentional, willful, voluntary, and continuous consent and acquiescence by silence on her part for a continuous 5.5 year period of time from April of 2004 through and until 12/3/2009 in regard thereto as expressly stated and admitted and acknowledged by the Plaintiff in the allegations of her Complaint as drawn and filed herein and as evidenced by such Plaintiff knowingly and intentionally and willfully and voluntarily remaining silent and quiet for a continuous period of time of more than 5.5 years from April of 2004 through and until 12/3/2009 before notifying the Defendant, Roger Walker, of any such claims and causes of action as set forth and asserted in her Complaint as drawn and filed herein pertaining to the challenged checks and funds in question as alleged thereunder to have previously been intentionally and unlawfully

and wrongfully forged, negotiated, cashed, deposited, and converted by someone else to their own use and benefit, all of which prior aforesaid knowing and intentional acts and conduct on the part of the Plaintiff has effectively and legally waived any and all of such Plaintiff's possible claims and causes of action against the Defendant, Roger Walker, in regard thereto as previously set forth and asserted in her Complaint concerning the challenged checks and funds in question as alleged thereunder to have previously been intentionally and unlawfully forged, negotiated, cashed, deposited, and converted by someone else.

FOR A SEVENTH AND AFFIRMATIVE DEFENSE:

(Lack of Plaintiff's Legal Capacity and/or Standing to bring an Action for Conversion under Section 36-3-420(a) of the 1976 South Carolina Code of Laws)

24. That the Defendant, Roger Walker, hereby reaffirms and realleges and restates all of the allegations as stated and set forth herein above under Paragraph Nos. 1 through 23, inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

25. That the Defendant, Roger Walker, is hereby informed and believes that any and all of the claims and causes of action as contained and set forth in the Plaintiff's Complaint for the alleged converting and conversion of the challenged checks and funds in question therein and/or in any way, manner, or fashion related to or based or dependent upon the alleged converting and conversion of the complained of checks and funds in question therein, are hereby fully and completely barred and prohibited as a matter of law under the requirements of Section 36-3-420(a) of the 1976 S.C. Code of Laws because of the Plaintiff's lack of legal capacity and/or standing to bring or file any and all such claims and causes of action for conversion of checks and funds since the Plaintiff, Catherine Brooks, as the alleged named Payee for all such checks in question, was never given and never had possession of and never received the actual delivery of any such complained of checks in question, and the Defendant, Roger Walker, was not alleged by the Plaintiff in her Complaint to have been her Agent or her Co-Payee in regard to any such challenged checks in question, all of which is based on the actual statements, allegations, assertions, and acknowledgments contained in the Plaintiff's Complaint and the omissions therefrom, all as is more fully described and set forth and appears under Paragraph No. 2 herein above; and the applicable provisions and legal requirements of Section 36-3-420(a) of the 1976 S.C. Code of Laws, in this regard are hereby stated and set forth, as follows:

... "An action for conversion of an instrument may not be brought by . . . (ii) A Payee or Indorsee who did not receive delivery of the instrument either directly or through delivery to an Agent or a Co-Payee" .

WHEREFORE, having fully answered in response to the Plaintiff's Complaint dated 12/1/2009 and filed herein on 12/3/2009, the Defendant, Roger Walker, hereby prays and requests that this Court fully inquire and investigate into the matters and things as stated, set forth, and alleged herein above and accordingly dismiss the Plaintiff's Complaint with costs and prejudice; and that this Court also grant unto the Defendant, Roger Walker, certain relief and remedies in regard thereto as stated and set forth, as follows:

(A.) Grant the Rule 12(b)(6) Motion to Dismiss of the Defendant, Roger Walker, as stated and set forth under the First Defense herein above by immediately dismissing the Plaintiff's Complaint with costs and prejudice based on the failure of such Complaint as drawn to state or allege sufficient facts upon which this Court could grant any legal or equitable relief or remedies in favor of the Plaintiff and Payee herein, Catherine Brooks, against the Defendant, Roger Walker, based on the pertinent provisions of Section 36-3-420(a) of the 1976 S.C. Code of Laws stating that . . . "An action for conversion of an instrument may not be brought by . . . (ii) A Payee or Indorsee who did not receive delivery of the instrument either directly or through delivery to an Agent or a Co-Payee".

(B.) Grant the Rule 12(b)(7) Motion to Dismiss of the Defendant, Roger Walker, as stated under the First Defense herein above by dismissing with costs and prejudice the Plaintiff's Complaint because such Complaint fails to name and join therein as necessary and indispensable parties thereto, American Bio-Mass, LLC and Woods Brothers Construction Company, Inc., being the Payers of the checks in question as alleged thereunder to have been issued to the Plaintiff, Catherine Brooks, as the Payee thereof, which joinder of both such aforesaid necessary and indispensable parties hereto is required for a complete adjudication of all issues in this lawsuit pursuant to the provisions of Rule 19 of the S.C. Rules of Civil Procedure and will not deprive this Court of its subject matter jurisdiction hereof.

(C.) Issue and enter a Protective Order in favor of the Defendant, Roger Walker, as requested herein above directing and requiring that the merits hearing and the final adjudication and disposition of and ruling by this Court upon the issues in the above-captioned case be held in abeyance and postponed until and pending such time as this Court first hears and adjudicates and rules upon and finally disposes of all issues involved in the aforesaid related lawsuit entitled Roger Wendell Walker, Jimmy Ray Walker, Wilson Whitney Walker, as the Plaintiffs, against Catherine W. Brooks, as Defendant, and filed on 12/31/2009 at Civil Case No. 2009-CP-15-1148 with the Colleton County Common Pleas Court.

(D.) Issue and enter an appropriate Order in favor of the Defendant, Roger Walker, declaring and adjudicating as a matter of law that any and all claims and causes of action contained in the Plaintiff's Complaint accruing against the Defendant, Roger Walker, on or before 12/3/2006 based upon any and all checks in question as alleged by Plaintiff to have been intentionally, negligently, and unlawfully forged, negotiated, presented, cashed, paid, deposited, and converted on or prior to 12/3/2006, and any and all pecuniary damages resulting therefrom, as stated, set forth, and alleged in the Plaintiff's Complaint are hereby fully and completely time barred and prohibited based on the aforesaid Second and Affirmative Defense and the applicable three (3) year statute of limitations pursuant to provisions of Section 36-4-111 of the 1976 S.C. Code of Laws and under the provisions of Section 15-3-530 of the 1976 S.C. Code of Laws.

(E.) Issue and enter an Order and Decree in favor of the Defendant, Roger Walker, as requested in the Third and Affirmative Defense herein above declaring and adjudicating as a matter of law that all of Plaintiff's claims and causes of action as stated and set forth in her Complaint as drawn and filed herein to be fully and completely barred and prohibited by Laches.

(F.) Issue and enter an Order and Decree in favor of the Defendant, Roger Walker, as requested in the Fourth and Affirmative Defense herein above declaring and adjudicating as a matter of law that all of Plaintiff's claims and causes of action as stated and set forth in her Complaint as drawn and filed herein to be fully and totally barred and prohibited by the complete and affirmative defense of ratification pursuant to Section 36-3-403(a) of the 1976 S.C. Code of Laws.

(G.) Issue and enter an Order and Decree in favor of the Defendant, Roger Walker, as requested in the Fifth and Affirmative Defense herein above declaring and adjudicating as a matter of law that the Plaintiff is hereby prohibited by Estoppel from asserting against the Defendant, Roger Walker, any and all of the claims and causes of action as stated and set forth in the Plaintiff's Complaint as drawn and filed herein.

(H.) Issue and enter an Order and Decree in favor of the Defendant, Roger Walker, as requested in the Sixth and Affirmative Defense herein above declaring and adjudicating as a matter of law that all of the Plaintiff's claims and causes of action as stated and set forth in her Complaint as drawn and filed herein to be fully and completely barred and prohibited by Waiver.

(I.) Issue and enter an Order and Decree in favor of the Defendant, Roger Walker, as requested in the Seventh and Affirmative Defense herein above declaring and adjudicating as a matter of law that any and all of the claims and causes of action as contained and set forth in the Plaintiff's Complaint for the alleged converting and conversion of the challenged checks and funds in question therein and/or in any way, manner, or fashion related to or based or dependent upon the alleged converting and conversion of the complained of checks and funds in question therein, are hereby fully and completely barred and prohibited as a matter of law under the requirements of Section 36-3-420(a) of the 1976 S.C. Code of Laws because of the Plaintiff's lack of legal capacity and/or standing to bring or file any and all such claims and causes of action for conversion of checks and funds.

(J.) Grant unto the Defendant, Roger Walker, any and all such other and further relief and remedies as this Court deems just, fair, equitable, and appropriate under the facts and circumstances hereof.

E. W. Bennett, Jr.

E. W. Bennett, Jr. (S.C. Bar No. 656)
Attorney for Defendant Roger Walker
148 S. Jefferies Boulevard
P.O. Box 693
Walterboro, S.C. 29488
Telephone: 843-549-9225
Facsimile: 843-549-8566

DATED: February 22 2010.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2009-CP-15-1148

Roger Wendell Walker, as the)
Personal Representative of the Estate)
of Kenneth Ray Walker and)
individually as a surviving child and)
Devisee of the Decedent, Kenneth)
Ray Walker (d/o/d 9/20/2008),)
Jimmy Ray Walker, and Wilson)
Whitney Walker as surviving)
children and Devisees of the)
Decedent, Kenneth Ray Walker, who)
died testate on 9/20/2008,)

Plaintiffs,

vs.

Catherine W. Brooks,

Defendant.

ANSWER & COUNTERCLAIM AGAINST
ROGER WENDELL WALKER

PATRICIA C. GRAHT
COLLETON COUNTY
COMMON PLEAS
2010 MAR 11 AM 10:48

The Defendant, Catherine W. Brooks, by and through her undersigned attorney, answering in response to the Plaintiff's Complaint dated December 31, 2009 and filed on December 31, 2009, would respectfully show unto this Honorable Court as follows:

1. The Defendant, Catherine W. Brooks, hereby specifically denies and demands strict proof thereof as to each and every allegation contained in the Plaintiffs' Complaint not hereafter expressly admitted, explained, modified, or qualified.

2. Defendant hereby admits upon information and belief that jurisdiction and venue for this matter are properly vested in the Court of Common Pleas for Colleton County, South Carolina.

3. In response to Paragraph Nos. 1 & 2 of Plaintiffs' Complaint, Defendant admits: (a) Upon information and belief, Roger Wendell Walker is a citizen and resident of Colleton County, South Carolina; and, (b) Upon information and belief, Kenneth Ray Walker a/k/a Kenneth R. Walker died on or about September 20, 2008 and that his Estate was submitted for administration to the Colleton County Probate Court under Estate No. 2008-ES-15-00226 and that Roger W. Walker appears to have been appointed as said Estate's Personal Representative. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph Nos. 1 & 2 of the Plaintiffs' Complaint.

4. In response to Paragraph Nos. 3 & 4 of Plaintiffs' Complaint, Defendant would aver that at this time she does not have specific knowledge of the allegations contained therein and would therefore deny same.

5. In response to Paragraph No. 5 of Plaintiffs' Complaint, Defendant admits that she is a citizen and resident of Richland County, South Carolina and that the late Kenneth Ray Walker a/k/a Kenneth R. Walker was her brother. Defendant further avers that she is the rightful and sole owner of that certain real property conveyed to her by Deeds of Kenneth R. Walker recorded in Deed Book 717 at Page 129 and in Deed Book 1004 at Page 61 in the records of Colleton County, South Carolina. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 5 of the Plaintiffs' Complaint.

6. Paragraph No. 6 of Plaintiffs' Complaint is admitted.

7. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph No. 7 of the Plaintiffs' Complaint.

8. In response to Paragraph No. 8 of Plaintiffs' Complaint, Defendant admits, upon information and belief, that the Plaintiffs are the surviving children of the late Kenneth Ray Walker a/k/a Kenneth R. Walker. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 8 of the Plaintiffs' Complaint.

9. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph Nos. 9 & 10 of the Plaintiffs' Complaint.

10. In response to Paragraph No. 11 of Plaintiffs' Complaint, Defendant avers: (a) She is the rightful and sole owner of that certain real property conveyed to her by Deeds of Kenneth R. Walker recorded in Deed Book 717 at Page 129 and in Deed Book 1004 at Page 61 in the records of Colleton County, South Carolina; (b) She did payoff the balance of a loan Kenneth Ray Walker owed to their sister, Jane W. Ballagh, as described in Subparagraph (F.); and, (c) She did receive letters from the Plaintiffs' attorney dated September 15, 2008 and September 26, 2008, in which the Plaintiff Roger W. Walker purportedly offered to pay her first \$2,893.87 and then \$28,293.87 in return for her agreeing to convey the real property referenced in Plaintiffs' Complaint to him and that she has paid *ad valorem* taxes and related assessments on the real property as set forth in Subparagraph (I.). Defendant further avers that she received a third letter from Plaintiffs' attorney dated November 13, 2008 in which the Plaintiff Roger W. Walker purportedly offered to pay her \$50,000.00 for said real property. A copy of this letter is attached hereto as EXHIBIT A. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 11 of the Plaintiffs' Complaint.

11. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph Nos. 12, 13, 14 & 15 of the Plaintiffs' Complaint.

12. In response to Paragraph No. 16 of Plaintiffs' Complaint, Defendant admits that certain of the real property which is the object of Plaintiff's Complaint is currently under lease to certain third parties not involved in this matter. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 16 of the Plaintiffs' Complaint.

13. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph Nos. 17, 18, 19, 20, 21, 22 & 23 of the Plaintiffs' Complaint.

14. In response to Paragraph No. 24 of Plaintiffs' Complaint, Defendant avers: (a) Her deceased brother, Kenneth Ray Walker, did, during his lifetime, convey certain real property to her, as set forth above, and that she is the rightful and sole owner of said real property; (b) At all times relevant to this action, she dealt fairly, honestly, justly, and in good faith with her brother, Kenneth Ray Walker, and the Plaintiffs herein. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 24 of the Plaintiffs' Complaint.

15. Defendant admits the allegations contained in Paragraph No. 25.

16. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph Nos. 26 & 27 of the Plaintiffs' Complaint.

17. In response to Paragraph No. 28 of Plaintiffs' Complaint, Defendant admits that she did establish a bank account in which monies belonging to her brother, Kenneth Ray

Walker, were, from time to time, deposited and thereafter withdrawn to pay expenses associated with the care, upkeep, and comfort of Kenneth Ray Walker. In managing this account on behalf of Kenneth Ray Walker, Defendant dealt fairly, honestly, justly, and in good faith with her brother and the Plaintiffs herein. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 28 of the Plaintiffs' Complaint.

18. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph Nos. 29 & 30 of the Plaintiffs' Complaint.

19. In response to Paragraph No. 31 of Plaintiffs' Complaint, Defendant admits that certain of her property was leased by Henry L. Herndon a/k/a Larry Herndon as set forth in that certain Lease Agreement dated May 1, 2003, a copy of which is attached as Exhibit "F" to Plaintiffs' Complaint. Defendant further avers that during the life of her deceased brother, Kenneth Ray Walker, she did, from time to time, expend sums of her own money to support Kenneth Ray Walker. Defendant hereby specifically denies and demands strict proof of the remaining allegations contained and set forth under Paragraph No. 31 of the Plaintiffs' Complaint.

20. In response to Paragraph No. 32 of Plaintiffs' Complaint, Defendant admits that certain of her property is currently being leased by American Bio-Mass, LLC f/k/a Eagle Disposal, Inc., as set forth in that certain Lease Agreement dated April 19, 2004, a copy of which is attached as Exhibit "N" to Plaintiffs' Complaint. Defendant further admits that she has contracted with Wood Brothers Construction Company, Inc., for the removal of fill dirt from certain of her property. Defendant hereby specifically denies and demands strict proof

of the remaining allegations contained and set forth under Paragraph No. 32 of the Plaintiffs' Complaint.

21. Defendant hereby specifically denies and demands strict proof of the allegations contained and set forth under Paragraph Nos. 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 & 45 of the Plaintiffs' Complaint.

FOR A FIRST AND AFFIRMATIVE DEFENSE
(Duress)

22. The Defendant, Catherine W. Brooks, hereby reaffirms, re-alleges, and restates all allegations as stated and set forth herein above under Paragraph Nos. 1 through 21 inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

23. Since 2004, Plaintiff Roger Wendell Walker did take, convert, and apply for his own use and benefit, certain lease payments due and owing unto Defendant Catherine W. Brooks, as is more fully set forth and described in that certain Complaint filed by the said Catherine W. Brooks in the Court of Common Pleas for Colleton County, South Carolina under Case No. 2009-CP-15-1068. Defendant Catherine W. Brooks did not act to stop this process because she was subject to fear, intimidation, and duress by her nephew, Plaintiff Roger Wendell Walker, and her now deceased brother, Kenneth R. Walker, and that concerns for her safety and the safety of other members of her family effectively prevented her from challenging the unlawful and tortuous conduct of Plaintiff Roger Wendell Walker and Kenneth R. Walker prior to her filing the hereinabove referenced suit on December 3, 2009.

FOR A SECOND AND AFFIRMATIVE DEFENSE
(Unclean Hands)

24. The Defendant, Catherine W. Brooks, hereby reaffirms, re-alleges, and restates all allegations as stated and set forth herein above under Paragraph Nos. 1 through 23 inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

25. Since 2004, Plaintiff Roger Wendell Walker did take, convert, and apply for his own use and benefit, certain lease and other payments due and owing unto Defendant Catherine W. Brooks, as is more fully set forth and described in that certain Complaint filed by the said Catherine W. Brooks in the Court of Common Pleas for Colleton County, South Carolina under Case No. 2009-CP-15-1068. To be entitled to relief, those who seek equity must approach the Court with clean hands. The Plaintiff, Roger Wendell Walker, has acted inequitably toward Defendant Catherine W. Brooks in relation to the real property described in his Complaint and thus may not now seek an equitable remedy from this Court.

FOR A THIRD AND AFFIRMATIVE DEFENSE
(Laches)

26. The Defendant, Catherine W. Brooks, hereby reaffirms, re-alleges, and restates all allegations as stated and set forth herein above under Paragraph Nos. 1 through 25 inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

27. That the Defendant's brother, Kenneth R. Walker, conveyed the real property which is the subject of the Plaintiffs' Complaint in two Deeds, the first dated March 19, 1996 and recorded in Deed Book 717 at Page 129 in the records of Colleton County, South

Carolina, and the second dated February 5, 2002 and recorded in Deed Book 1004 at Page 61 in said records.

28. That, prior to the filing of Plaintiffs' Complaint, no challenge to the Defendant's ownership of said real properties has been made since the times of the above described conveyances from her brother, Kenneth Ray Walker, in 1996 and 2002.

29. That the Plaintiffs' delay in challenging the Defendant's ownership of the real properties described in those Deeds recorded in Deed Book 717 at Page 129 and Deed Book 1004 at Page 61 in the records of Colleton County, South Carolina has been unreasonable and thus, this action is now barred by the equitable doctrine of laches.

FOR A FOURTH AND AFFIRMATIVE DEFENSE
(Statute of Limitations)

30. The Defendant, Catherine W. Brooks, hereby reaffirms, re-alleges, and restates all allegations as stated and set forth herein above under Paragraph Nos. 1 through 29 inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

31. That the Defendant's brother, Kenneth R. Walker, conveyed the real property which is the subject of the Plaintiffs' Complaint in two Deeds, the first dated March 19, 1996 and recorded in Deed Book 717 at Page 129 in the records of Colleton County, South Carolina, and the second dated February 5, 2002 and recorded in Deed Book 1004 at Page 61 in said records.

32. That the Plaintiffs' failed to file any action to have the above described Deeds reformed or set aside until the filing of their Complaint in the present action on December 31, 2009.

33. That the Plaintiffs' plea that the above described Deeds be set aside or reformed is thus barred by the applicable statute of limitations.

FOR A FIFTH AND AFFIRMATIVE DEFENSE
(Statute of Frauds)

34. The Defendant, Catherine W. Brooks, hereby reaffirms, re-alleges, and restates all allegations as stated and set forth herein above under Paragraph Nos. 1 through 33 inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

35. That the Plaintiffs' claims are barred by the Statute of Frauds as set forth in the South Carolina Code Ann. §§ 27-23-50 & 32-3-10 *et. seq.* (Law. Co-op. 1976, as amended).

FOR A SIXTH AND AFFIRMATIVE DEFENSE & BY WAY OF COUNTERCLAIM
AGAINST THE PLAINTIFF ROGER WENDELL WALKER
(Tortious Interference with Contractual Relations)

36. The Defendant, Catherine W. Brooks, hereby reaffirms, re-alleges, and restates all allegations as stated and set forth herein above under Paragraph Nos. 1 through 35 inclusive, by specific reference thereto as fully and completely as if same were repeated and rewritten herein verbatim.

37. Since 2004, Plaintiff Roger Wendell Walker did knowingly and intentionally take, convert, and apply for his own use and benefit, certain lease and other payments due and owing unto Defendant Catherine W. Brooks, as is more fully set forth and described in that certain Complaint filed by the said Catherine W. Brooks in the Court of Common Pleas

for Colleton County, South Carolina under Case No. 2009-CP-15-1068. Specifically, Plaintiff Roger Wendell Walker did knowingly and intentionally take, convert, and use for his own benefit lease payments, payments for the removal of sand and/or fill-dirt, and other monies rightfully belonging to, and intended for the benefit of, Defendant Catherine W. Brooks, from Henry L. Herndon a/k/a Larry Herndon, American Bio-Mass, LLC f/k/a Eagle Disposal, Inc., and Wood Brothers Construction Company, Inc.

38. The Plaintiff Roger Wendell Walker knew that Defendant Catherine W. Brooks was entitled to payments from Henry L. Herndon a/k/a Larry Herndon, American Bio-Mass, LLC f/k/a Eagle Disposal, Inc., and Wood Brothers Construction Company, Inc., under the terms of contracts the Defendant had entered into with said individuals and/or entities and that he took and converted the payments from these third parties without cause or justification.

39. The Defendant, Catherine W. Brooks, did suffer damages in that she was deprived of the use and ownership of monies and payments from Henry L. Herndon a/k/a Larry Herndon, American Bio-Mass, LLC f/k/a Eagle Disposal, Inc., and Wood Brothers Construction Company, Inc., which were due and owing to her. Plaintiff Roger Wendell Walker's actions alleged herein were the direct and proximate cause of the damages and losses suffered by the Defendant herein.

40. By taking and converting the above described monies and payments, Plaintiff Roger Wendell Walker did intentionally, recklessly, and tortuously interfere with the contractual relationship existing between the Defendant and Henry L. Herndon a/k/a Larry Herndon, American Bio-Mass, LLC f/k/a Eagle Disposal, Inc., and Wood Brothers Construction Company, Inc.

41. The Defendant is thus entitled to have judgment in her favor entered against Plaintiff Roger Wendell Walker in such amount as may be determined to be due from him, plus punitive damages and the costs and expenses of this action.

WHEREFORE, the Defendant, Catherine W. Brooks, having fully and completely responded to the allegations of Plaintiffs' Complaint, prays for the following relief:

1. That the Plaintiff's Complaint against the Defendant, Catherine W. Brooks, be dismissed with prejudice and that the costs of this action be taxed to Plaintiffs.

2. That this Court issue an Order declaring the Defendant, Catherine W. Brooks, the rightful and sole owner of that certain real property conveyed to her by Deeds of Kenneth R. Walker recorded in Deed Book 717 at Page 129 and in Deed Book 1004 at Page 61 in the records of Colleton County, South Carolina.

3. That the Defendant, Catherine W. Brooks, have judgment against the Plaintiff Roger Wendell Walker on her counterclaim for tortuous interference with contractual relations.

4. That this Court grant such other and further relief as it deems just and proper.

RESPECTFULLY SUBMITTED

HOLLER, DENNIS, CORBETT, ORMOND,
PLANTE & GARNER

BY: 

Benjamin A. Dunn, II
E. Hope Garner
1777 Bull Street
Columbia, South Carolina 29201
(803) 765-2968
SC Bar Nos.: 12036 & 2332
Attorneys for Defendant

Columbia, South Carolina
March 8, 2010

1 daily basis?

2 A. That's right.

3 Q. And that's 36 Clearwater?

4 A. That's correct.

5 ATTORNEY BENNETT: We'd just like to
6 mark all these collectively as "Exhibit 8."

7 ATTORNEY DUNN: No objection.

8 (NOTE: WHEREUPON, seven color photographs were admitted in
9 evidence without objection and marked, "Plaintiff's Exhibit #8,
10 4, pages").

11 Q. Now, Robbie, when you first started leasing this
12 facility as a site back in '95, do you know who owned the
13 property, the title to the property at that time?

14 A. This is going to sound really bad, I guess, as
15 somebody doing - - I was always under the assumption that
16 Kenneth did.

17 Q. Okay. Kenneth Walker?

18 A. Right.

19 Q. Okay. And is that who you negotiated the Lease
20 with?

21 A. That's correct.

22 Q. And did y'all do written Leases from the
23 beginning?

24 A. We did.

1 Q. Okay. And when you originally leased it in '95
2 from Kenneth, do you remember what you were leasing it for at
3 that time?

4 A. I'm pretty sure it was \$750.00 a month.

5 Q. Back then?

6 A. Um-hum.

7 Q. And did anybody ever make you aware that that
8 property was ever deeded to Catherine Brooks at any time?

9 A. No.

10 Q. So, nobody ever really discussed that with you?

11 A. No. Well, I say no, in that early years, all the
12 way up until say 2004, and then maybe 2004 after that when
13 Catherine and I had spoken, and Catherine told me that the
14 property was in her name, maybe in 2004.

15 Q. Did she come to your office and talk to you about
16 it?

17 A. We talked on the phone some, and back then,
18 Catherine and Carol used to come down every so often.

19 Q. You know her husband, Carol?

20 A. Right.

21 Q. Carol Brooks?

22 A. Right.

23 Q. And did you know where Catherine lived?

24 A. I know she lives in Columbia, but I don't know

1 where.

2 Q. Okay. And did you know what Catherine and
3 Kenneth's relationship was?

4 A. Just brother and sister.

5 Q. Okay. And Robbie, I'm going to ask you this
6 because I don't know whether you know or not, but did you ever
7 know whether or not Catherine ever helped Kenneth out in any
8 way that you knew of?

9 A. I, you know, whatever I say there, there were
10 times when Catherine came and she would bring groceries and
11 that sort of stuff for Kenneth, you know.

12 Q. So, you were aware of that?

13 A. Right.

14 Q. And at the time, I mean, did you ever see them
15 interact with each other, I mean, at the same time?

16 A. Oh, yeah.

17 Q. Okay. How would you, you know, just from your
18 observation - -

19 A. Well, I always thought it was a good
20 relationship.

21 Q. They seemed to get along okay?

22 A. Um-hum.

23 Q. Now, did Catherine ever have any discussions with
24 you about the lease payments that y'all, Eagle Disposal at one

1 point, and then American Bio-Mass?

2 A. Right. I don't think we ever had a discussion
3 until much later when I think the checks were finally being
4 made out to Catherine, at a certain time they switched over, I
5 don't know exactly when. And then the Lease was negotiated
6 with Catherine by Tim.

7 Q. And would that have been after Kenneth died in
8 September of 2008?

9 A. As far as I'm aware it was, yes.

10 Q. Okay.

11 A. I'm pretty sure. I'd always talk with Kenneth
12 before.

13 Q. Now, prior to Kenneth - - did you know kind of
14 about when Kenneth died? I mean, were you aware when he died?

15 A. Oh, yeah.

16 Q. And I assume that you and Kenneth probably knew
17 each other pretty well, right?

18 A. A lot of years right there together.

19 Q. And he worked right next door some?

20 A. Oh, yeah. Kenneth was around every day, every
21 day, sometimes good, sometimes bad.

22 Q. So, you'd see him almost on a daily basis?

23 A. Oh! I'd see Kenneth every day, yeah. If I was
24 out there and Kenneth was there, we saw each other every day.

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1 If I was out there and didn't see Kenneth, I'd go up to the
2 house to see what he was doing, you know. I mean, we had a
3 good relationship.

4 Q. Robbie, I want to ask the Judge if he would hand
5 you that Tax Map. Would you show him where Kenneth lived?

6 Q. I'll try. It's hard for me to see, but - -

7 A. If this is ABM right here; then Kenneth lived
8 right there. (Indicating on "Plaintiff's Exhibit #5"). That's
9 the sand pit, Kenneth lived right there. It's probably about
10 what, maybe 150 yards, 200 yards from me.

11 JUDGE RIVERS: Madam Court Reporter,
12 he's referring to "Exhibit #5," and I have placed a circle
13 around the location he's indicated on the map.

14 Q. So, Kenneth virtually lived in your back yard.
15 Is that fair to say?

16 A. That's correct.

17 Q. Where your site was?

18 A. Um-hum.

19 Q. And now, and it's shown on the photographs that
20 the Judge has, but the little white building that's situated to
21 the left of the American Bio-Mass building, whose office was
22 that?

23 A. Roger's.

24 Q. And you know Roger Walker?

1 A. Oh, yeah.

2 Q. All right. And how long have you known Roger?

3 A. Well, I've known Roger since I was out there,
4 since '95. You know, I probably knew of him, but that's when I
5 got to know Roger since '95.

6 Q. And what kind of operation did he run out of that
7 white building?

8 A. Well, at one time they dredged and sold sand.
9 And then, Roger - - that was where the scale house was.

10 Q. Right.

11 A. There's scales in between both of those buildings
12 and the trucks would come over it and weigh it. And so, that's
13 what he was doing, - they were dredging back there. And then
14 later, he was running his dump truck and just hauling dirt to
15 different people using that office.

16 Q. Okay. Now, the white building, is it located, to
17 your knowledge - - if you don't know just say you don't know -
18 - is it located on the same tract of land that your building is
19 located on?

20 A. Well, what I leased from Kenneth was the building
21 right there straight behind where it's fenced in. I mean, I
22 don't know, you know what I mean. I didn't assume that
23 building for anything, you know, what I mean. I paid the
24 electricity bill in that building to run my well because it

1 comes through it.

2 Q. Okay. And do you know where your water came from
3 as far as your facility?

4 A. For the first, for all the years up until about
5 six months ago, it came from the well that's past the building,
6 you know.

7 Q. And were you familiar with what tract the well
8 and pump was located on?

9 A. No.

10 Q. But it was off site was your understanding?

11 A. Yeah.

12 Q. Okay. And now, what happened, you said something
13 about six months ago, what happened?

14 A. Well, I don't know how long ago exactly, but
15 Catherine - - well, that's when all this has been going on and
16 Roger told Catherine that she would have to put down a well to
17 supply water to our building and she did.

18 Q. Okay. And do y'all use a lot of water, Roger?

19 A. No.

20 Q. We not talking about a whole lot?

21 A. No.

22 Q. Now, from '95 until Kenneth died in September of
23 2008, who did you consider to be your landlord for your
24 company's Eagle Disposal and - -

1 A. Kenneth.

2 Q. Kenneth Walker?

3 A. Kenneth; if not Kenneth, Roger.

4 Q. And who are your - - I'm going to give you some
5 documents, I just want to get your general knowledge. When you
6 were at Eagle Disposal, when you had that company out there,
7 who were your rental checks made payable to?

8 A. I'm pretty sure all of my checks were pretty much
9 always made to Roger.

10 Q. Okay. And did anybody tell you to make it out
11 this way, the checks?

12 A. Kenneth and Roger said, "Make the checks to
13 Roger."

14 Q. That's how they said it?

15 A. Yeah.

16 Q. Now, when Catherine Brooks came into the picture
17 when you talked to her, did y'all ever discuss whether or not
18 it was okay to continue making the checks payable to Roger or
19 Kenneth?

20 A. Right. We did.

21 Q. Can you tell us the nature of that discussion?

22 A. It was me, I believe it was me and Tim and
23 Catherine and I'm assuming that Roger was in there, and you
24 know, we didn't know how to make the check out and they said,

1 "Make it to Roger."

2 Q. So, Catherine told you that?

3 A. Um-hum.

4 Q. And she also disclosed that the title to the
5 property where American Bio-Mass was then located, right?

6 A. Um-hum.

7 Q. Was that she had title to the property, is that
8 right?

9 A. Somewhere in that time.

10 Q. Okay.

11 A. You know what I mean, that was probably - - when
12 that happened, Catherine had told me then that the property was
13 in her name.

14 Q. Okay. And to the best of your recollection,
15 Roger, at what point did Catherine or anybody else on her
16 behalf inform you that they no longer wanted the checks being
17 made payable to Roger Walker?

18 A. I can't - - I really don't have a clue when that
19 really was. I just know that we were told to make the checks
20 to Catherine, I'm not exactly sure when that was.

21 Q. But is it your recollection it was after Kenneth
22 died when that took place?

23 A. Um-hum. Yeah. To my knowledge, I paid Kenneth,
24 and I know when I paid Kenneth, you know, because I mean,

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1 Kenneth and I talked every day. Of course, I was assuming
2 Kenneth was getting this money and he was telling me that he
3 was giving it to Catherine, I don't know how that worked, so,
4 you know.

5 Q. Right. Did you get the impression that she was
6 kind of helping him manage his money?

7 A. Oh, yeah, definitely.

8 Q. Okay. But you never saw any kind of agreement
9 between the two of them or any kind of paperwork between them?

10 A. No. The only thing I ever saw is the book that
11 Kenneth had. Kenneth, you know, you can say a lot about him,
12 but he wrote down everything he did. If he owed you, he wrote
13 it down; if you owed him, he wrote it down.

14 Q. Okay. And the book you saw, did you see anything
15 in there between him and Catherine?

16 A. No.

17 Q. It was just general stuff?

18 A. Just all -- everything Kenneth did, he had a
19 book he wrote it in. Kenneth came down to my facility and
20 brought me six loads of sand to fill in the holes, he wrote it
21 down.

22 Q. Okay. And did y'all ever buy sand or concrete or
23 anything from him?

24 A. No. I mean, when Kenneth was alive, he pretty

1 much took care of the parking lot. I mean, it's a dirt parking
2 lot, it's really rutted and we have a lot of sawdust that
3 covers it, it turns to muck real bad. He graded it pretty much
4 all the time for something to do, or just because he wanted to
5 do it, you know, whatever.

6 Q. Robbie, to the best of your memory after you say
7 Catherine informed you that she was holding title to the
8 property where American Bio-Mass is located, who maintained the
9 property after that time?

10 A. Well, up until, you know, really up until
11 Catherine put the well in, anything that I ever had, I always
12 went to Roger.

13 Q. Okay.

14 A. If the well wasn't pumping, I went to Roger.
15 Because I mean, we're in a business where you have to have
16 water, I mean you could get splashed with something, you need
17 to get it off of you. And that was mainly always our biggest
18 thing, because we would - - that old well out there would - -
19 it was subject to have problems, but I would go to Roger and he
20 would get it fixed.

21 Q. Okay. And you being out there every day, after
22 Catherine informed you that she held the title to that
23 property, did she ever, until Kenneth died, did she ever
24 maintain that property like maintain the parking lot, or cut

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1 the grass, or help you with any repair problems?

2 A. No, but I will say, you know, I never asked her
3 either.

4 Q. Right.

5 A. You know, I mean, I was always under the
6 assumption it was a good thing going here with everybody, the
7 family and all that, and I just - - it was easier for me to go
8 to Roger and Roger handled it.

9 Q. Okay. And at any time that you're aware of from
10 '95 to now, has Catherine Brooks ever lived out there at that
11 property?

12 A. She did. In the little weight house, the scale
13 house, she and Carol would stay there sometimes.

14 Q. Ever spend the night?

15 A. Well, they might stay there when they were
16 hauling a lot of sand out there, they might have stayed there,
17 I don't know, maybe a week at the time or something like that.

18 Q. But now, to your knowledge, they never moved in
19 there permanently or anything?

20 A. No.

21 Q. Okay. And to your knowledge, was this property,
22 the property we're talking about that you lease and there was
23 like more property out there, how close to proximity did Roger
24 Walker live to this site?

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1 A. CEO of US Waste and ABM.

2 Q. And you're a partner in American Bio-Mass?

3 A. Correct.

4 Q. And you're also the Chief Executive Officer or
5 managing member of American Bio-Mass?

6 A. Yes, sir.

7 Q. And who are your partners in that company?

8 A. Robbie Hogan, Mark Odum, my brother, and a
9 gentleman named Don Goldman.

10 Q. Okay. And Don Goldman is like your Control CFO?

11 A. Yes, that's right.

12 Q. And what's your percentage of ownership, Tim, in
13 that company?

14 A. Actually we have a company that owns that company
15 which is Winwood Holdings.

16 Q. Okay. So, like a corporation?

17 A. Corporation.

18 Q. It's a subsidiary type thing?

19 A. Correct.

20 Q. And how long was American Bio-Mass, to your
21 recollection, Tim, been in operation?

22 A. I want to say '04/'03 right in there.

23 Q. Okay. And did you have like negotiations with
24 Robbie Hogan who owned Eagle Disposal about that?

1 A. Correct.

2 Q. So, American Bio-Mass just basically did it kind
3 of take over Eagle Disposal?

4 A. Correct.

5 Q. Okay. Same clients and things like that,
6 customers?

7 A. Yes, sir.

8 Q. Okay. And when you were talking to Robbie, did
9 y'all ever discuss the lease of the facility where Eagle
10 Disposal was previously located where American Bio-Mass is now
11 located?

12 A. Yes, sir.

13 Q. Could you just briefly summarize what those
14 discussions were about that, about leasing it?

15 A. Well, when we were looking at buying Robbie out
16 or buying into Robbie, however you want to say it, when we went
17 to do that, Robbie had the lease originally, and we just
18 basically talked about rolling it to American Bio-Mass. And
19 we dealt with Roger, Catherine, and Kenneth.

20 Q. And at the time that American Bio-Mass came into
21 the picture, I think we were saying between 2003/2004, did you
22 know who owned the title to the real estate where the American
23 Bio-Mass facility is located?

24 A. Yes.

Roy Walker - Direct Examination by Mr. Bennett

1 Q. Which one, that first one or both, or - -

2 A. This.. (Indicating) This is what I remember,
3 this.. I was just amazed that "Balance" you see this here, I
4 mean, an idiot can know what this means.

5 Q. Okay.

6 A. And that idiot is me, by the way. Oh, it's 27.
7 I'm looking for that one figure I think I heard.

8 Q. What's the bottom figure - -

9 A. It's \$27,400.00. But I thought it was somewhere
10 in the mid 20's, right in the mid 20's. So, I was a little bit
11 off.

12 Q. Now, let me hold that back from you real quick.

13 A. Yes, sir.

14 ATTORNEY BENNET: Your Honor, we would
15 go ahead and move to introduce, this is the original ledger.
16 This is "Exhibit #15."

17 ATTORNEY DUNN: No objection.

18 (NOTE: WHEREUPON, a handwritten Ledger entitled, "Kenneth
19 starting at \$60,000.00" was admitted in evidence without
20 objection and marked, "Plaintiff's Exhibit #15, 1 page").

21 Q. Mr. Roy, I'm going to hand it back to you and ask
22 you a couple of questions. What does it say at the top of
23 that document, the heading of it, Roy?

24 A. "It starts at \$60,000.00."

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1 Q. And what does it say below that?

2 A. Where at? There's a lot of stuff here.

3 Q. (Indicating on Plaintiff's Exhibit #15.)

4 A. "Kenneth Walker gave me by CUB," what's that
5 mean?

6 Q. I think that's CWB, right. Would that be
7 Catherine's initials, possibly?

8 A. Catherine W. Brooks, Walker Brooks.

9 Q. And it starts off at - - and correct me if I'm
10 wrong - - just to expedite the process, it starts off at 60,000
11 in 2003, and then it shows a number of payments, and then the
12 ending balance is as of 7/3/2008 is 27,400, is that right?

13 A. Yes.

14 Q. Okay. And do you recognize the handwriting, Roy?

15 A. Oh, no. No, sir.

16 Q. But now Kenneth had it, right? He had this
17 original document he had it with him?

18 A. Yeah, but he had more papers than this. I
19 remember this now, I'm telling you I do.

20 Q. But he had like the original in his possession?

21 A. Everybody in them woods looked at it.

22 Q. So, it looks like, Roy, this is "Exhibit 14," I
23 think, it looks like it's torn out of - -

24 A. "15."

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1 Q. 15, all right, "Exhibit 15," the Ledger, it looks
2 like it was torn out of some kind of notebook, would that be a
3 fair - -

4 A. Yeah, he had that book.

5 Q. Like a composition book?

6 A. Yes.

7 Q. When you saw it, was it in that book?

8 A. Yeah, he had a book, he had a whole bunch of
9 stuff.

10 Q. But when you first saw it, it was in his book?

11 A. Yes.

12 Q. And he showed it to you, and did he tell you
13 anything about it when he showed it to you?

14 A. Yeah. He come there and told me that he had been
15 paying her, and that now she wouldn't agree to take the money
16 and sign him his land back over. And he said, "Now, Roy,"
17 said, "You know, these is my boys, these are my children,"
18 yada, yada, yada - - he said, "You can lead me where you want
19 to and see some beautiful, wonderful children all over the
20 world," but he said, "They're not yours."

21 Q. All right.

22 A. "These are my boys."

23 Q. I understand. And then, the last entry I think
24 7/3/2008 was a \$1,400.00 payment?

1 A. Yes.

2 Q. I believe Kenneth died approximately two months
3 after that, is that your understanding?

4 A. Oh, I don't know.

5 Q. But I just wanted to ask you that. And do yo
6 know whether, to your knowledge, that Catherine ever agreed to
7 sign the property back over to him?

8 A. She agreed the day at the river on that
9 telephone.

10 Q. She told you she would do it, right?

11 A. Yes. And everybody heard it.

12 Q. Do you know whether she ever actually did it?

13 A. She never did it.

14 Q. Do you know why, why she wouldn't deed it back?

15 A. No. Because when you don't what's right, I turn
16 my back on you, I don't want nothing else to do with you, you
17 tell me a lie, I can't handle it.

18 Q. Did that make you angry that she did that, Roy?

19 A. Yes, I'm still mad as hell.

20 Q. Okay.

21 A. You do what's right if it cost you your life.

22 Q. Now, I'm going to show you another document, Roy,
23 and ask you if you ever saw this particular document, if you
24 remember?

1 A. No.

2 Q. So, that's not one that you saw?

3 A. No. I want to see as less as I can. Kenneth
4 showed me those papers and those figures, and he asked me if I
5 could make the call, and I made the call right there, right
6 then, because I wanted to get back on my tractor and go back to
7 work. I didn't want nothing to do with this or nothing else.

8 Q. Okay.

9 A. All I care about is mine.

10 Q. Mr. Roy, did Catherine Brooks at any time, to
11 your recollection, ever give you \$23,000.00 for anything?

12 A. No.

13 Q. Okay. And if she had given you 23,000, would you
14 have remembered it?

15 A. Yes. Catherine borrowed - - shall I say
16 something?

17 Q. Yes. You have the floor.

18 A. Catherine borrowed money from me since I was 16
19 years old, I am now 72 this year.

20 Q. Okay.

21 A. She has always paid me back every nickel she ever
22 owed me.

23 Q. So, anything she paid you would just be money she
24 owed you?

Jane W. Ballagh - Direct Examination by Mr. Bennett

1 Mrs. Jane, and see if you recognize that.

2 A. Yes, sir. Apparently that's a note that I wrote
3 to Cat and - - I'm sorry, it's Catherine, I call her "Cat" or
4 used to. {

5 Q. All right. So, you recognize that?

6 A. Yes, sir. I'm trying to joggle my memory what
7 this is all about. Okay. Yeah, I remember what that is. I
8 was working for one of my brothers at the time, and I actually
9 did the mortgage in Patsy Walker's name, which is Catherine's
10 daughter, my niece.

11 Q. Okay.

12 A. And I felt that I needed my job at the time, and
13 I also wanted to help my brother and not lose his home place,
14 so I did the mortgage in my niece's name to be sure that I
15 didn't lose my job. And then, this was signed back over to me
16 probably, I don't know exactly when or what - - let me see what
17 the dates are - -

18 Q. I believe that was dated June 27th.

19 A. This was after I quit, yeah.

20 Q. And this was the mortgage that was assigned to
21 you by Patsy Walker, that you subsequently - -

22 A. I can't hear you.

23 Q. This is the mortgage that was assigned to you by
24 Patsy Walker, your niece?

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1 A. Yes. That was actually my money, but I did it in
2 her name.

3 Q. I got you.

4 ATTORNEY BENNETT: We'd like to go
5 ahead and mark this and introduce it into the evidence as
6 "Exhibit #17."

7 ATTORNEY DUNN: No objection.

8 (NOTE: WHEREUPON, a handwritten note dated February 24, 2004,
9 to Cat from Jane, (1 page); document entitled, "Assignment Of
10 Mortgage" dated June 27, 1998, was admitted in evidence
11 without objection and marked, "Plaintiff's Exhibit #17, 4
12 pages").

13 Q. And what property was this mortgage on, Jane?

14 A. The same 9.5 acres.

15 Q. Which is the County piece, right?

16 A. Yes, sir.

17 Q. And that's the one that you had to save from
18 being auctioned off, is that right?

19 A. Yes, sir. I actually did it a couple of
20 different times, but as you can see by this property
21 description, this particular time was on the 9.5 acres.

22 Q. And on the last page, it indicates that you
23 satisfied the mortgage, is that right, so it was fully paid and
24 satisfied?

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Richard B. Wood - Direct Examination by Mr. Bennett

1 Q Okay. And when I asked you about buying
2 dirt, where do you usually -- where do you buy your
3 dirt?

4 A We have gotten -- basically, all our
5 dirt -- we had a pit at one time that we dug out,
6 and was no more dirt left, and then we bought dirt
7 from Kenneth Walker.

8 Q Okay. So how long would you say -- how
9 long were you buying dirt from Kenneth Walker, would
10 you say?

11 A I don't know. I mean I'd be scared to
12 say, but I mean --

13 Q Long time?

14 A 20 years anyhow, off and on, you know.
15 Sometimes we would need a different type of dirt,
16 more sandy or more clay, that he had a better --
17 more land to get that from and we would buy it from
18 him.

19 Q Okay. So you've pretty much had a
20 long-term business relationship with Kenneth?

21 A Oh, yes.

22 Q Buying dirt and all?

23 A Yes.

24 Q Now, I want to ask you a question, though.
25 The property you bought the dirt off of, would that

1 be right off Green Pond Highway where it intersects
2 with Cooks Hill Road, in that area?

3 A In that area.

4 Q All right. And that's where you have been
5 buying dirt -- how long have you been buying dirt
6 from that area?

7 A Out of that particular area?

8 Q Yes, sir.

9 A Since March of 2005.

10 Q Okay. And you had a contract with him; is
11 that right?

12 A That's correct.

13 Q Okay. Now, I actually, Mr. Richard, so
14 you can keep yours, I have got a copy of the
15 contract. And I'm going to ask you now to look at
16 the one I got. That should be the same as yours.
17 That way you can keep yours. But how about look at
18 this and see if that's the contract you just
19 referred to that you entered into back in March of
20 2005?

21 A Yes, sir.

22 Q Okay.

23 A It is.

24 Q All right. And is that your signature on
25 the last page?

1 of it, guys, just for him to look at because the
2 original is in here, but this is a duplication of
3 it.

4 Q I'm just going to ask you to look at this
5 real quick, Richard, and I just want to ask you a
6 few questions about it so --

7 A Uh-huh.

8 Q I just want to make sure you were kind of
9 familiar. I think that's something you printed out
10 or whatever.

11 A Uh-huh.

12 Q Okay.

13 A Has a total on it, \$37,000.

14 Q Okay. And that's just supposedly pretty
15 much all the checks that were issued?

16 A Right. This is all the checks that were
17 paid, and everything after Kenneth's death has been
18 paid to Ms. Brooks.

19 Q Okay. Also --

20 A I don't have copies of those.

21 Q That's fine. And I think Kenneth died in
22 September of 2008. Does that sound about right?

23 A I don't know.

24 Q Okay. But I think we already established
25 that he died on September 20th, 2008.

1 Now, prior to Kenneth's death, tell us how you
2 handled the payment of the checks, who they were
3 given to, who they were issued to and, you know,
4 your knowledge about that and how that was handled.

5 A Well, after we paid the 5,000 that day,
6 and then we dug out the five and started paying the
7 \$1 a yard, truck drivers, when they would turn their
8 tickets in on Wednesday, well, they -- they would --
9 we still could get some dirt out of a pit that we
10 had. And they would call it a Fripp pit, and this
11 pit is the Brooks' pit. So they would write on that
12 ticket -- you know, if the dirt came out of the
13 Brooks' pit, then the secretary made a list of that,
14 how much came out, and we would issue a check for
15 that made out to Ms. Brooks.

16 Q Right.

17 A At the time that the -- that we drew up
18 the original contract and we were all there, you
19 know, I asked, you know, how -- where was I to send
20 the money and how to be paid, and Ms. Brooks said
21 that Kenneth would -- to give the checks to Kenneth,
22 be made out to her but that Kenneth would pick them
23 up. She trusted Kenneth. They had a good
24 relationship, and didn't seem like it was any
25 problem. And that's -- and that went on for three

1 years or so, I don't know, whatever time period.

2 From when this was done until Kenneth's death,
3 that's the way it was done.

4 Q Okay.

5 A It was made out to her and Kenneth or
6 Roger and sometimes Will would come and pick up the
7 check, but -- and I told Kenneth right up front when
8 we -- I think maybe we had an occasion where maybe
9 Will came to get a check, and I called Kenneth. I
10 said, Kenneth, you -- I can't turn this check loose
11 to anybody. If you can't come and get it, just call
12 and say Roger's coming or who's coming to get this
13 check, because I don't want to hand out the check
14 and then you ask me where the check.

15 So if you don't call, there ain't no check
16 leaving. And so that's the way it happened, and
17 mostly Kenneth would come. I mean a lot of the
18 times, but sometimes he wouldn't. But if he didn't,
19 he could call the office and say who was coming to
20 pick up the check.

21 Q Good. So that's how that worked out and

22 --

23 A Yeah.

24 Q And Ms. Catherine never said any different
25 or never complained about it or anything all --

1 until Kenneth's death?

2 A Not to me. If she had any conversations,
3 it would have been with Katrina, the secretary. But
4 I -- Katrina never mentioned to me that it was a
5 problem with anything, and I never had any contact.
6 I think we may have talked a couple of times. She
7 came by the office just to visit, not -- wasn't any
8 problems with it.

9 Q Would Kenneth ever call you -- like if he
10 needed money, would he call you and ask you if you
11 could cut him a check for whatever was owed at the
12 time? Was it -- did you ever have any situation
13 like that?

14 A We had occasions where we got -- money got
15 ahead of the dirt.

16 Q Yeah.

17 A And so we had to -- that shouldn't have
18 happened, and I think I ended up having to stop that
19 but -- because that wasn't the bargain to begin
20 with. That was getting a little out of hand. I
21 didn't mind doing it for a little bit, but it got to
22 be it was a little too much. And I didn't
23 understand what that deal was about. Ms. Brooks
24 wasn't calling me and saying she needed money. So I
25 didn't -- I told him I can't -- we can't do that

1 anymore.

2 Whatever dirt -- we pay -- we'll pay you by the
3 day if you want it that way. We'll do it anyway you
4 want to do it, but we can only pay for the dirt that
5 we take out, and we can't get ahead of that.

6 Q All right.

7 A So I wouldn't say it didn't happen some,
8 but it got a little bit out of control, and we
9 caught back up, and we didn't do that no more.

10 Q Okay. And now, after you gave the check
11 to either Kenneth or Roger or Will, you don't know
12 what happened to the money after that?

13 A Couldn't tell you.

14 Q Okay.

15 A No, sir.

16 Q Now, your knowledge of Kenneth Walker, you
17 said you knew him a long time. If he told you he
18 was sending Roger or Will up there, would -- did he
19 ever -- whenever he did that, did he ever call you
20 and say they didn't bring him the money?

21 A No.

22 Q Okay. And if they hadn't brought him the
23 check, do you think you would have gotten a call
24 from him probably?

25 A Yeah.

1 Q Okay. That's what I was thinking. He
2 wasn't one that would let that slide, right?

3 A No.

4 Q Okay. If he didn't get his money?

5 A Huh-uh.

6 Q Okay. I can go ahead -- you acknowledge
7 that these are the checks and all?

8 A Yes. Didn't look at every one of them,
9 but that's what I got and --

10 Q And over that time frame, from
11 January 1st, 2005, through September 29th, 2008, you
12 would acknowledge that the 37,268 would be the
13 correct total of all the checks?

14 A That's the total that we got, yes.

15 Q Okay.

16 A We pulled all the checks, that's what we
17 got.

18 Q All right. But the amounts -- would it be
19 fair to say, Richard, the amounts over time got to
20 be a little bit less at the end, is that right, less
21 dirt being bought or is that just recently, the
22 economy went down a little bit?

23 A You know, in our business, that goes up
24 and down.

25 Q That's cyclical?

Roger Walker - Direct Examination by Mr. Bennett

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1 into a deed mortgage?

2 A Yes, sir. He did. Went ahead and
3 actually put the land in my name with a deed
4 mortgage to John Walker.

5 Q And that's already been introduced into
6 evidence?

7 A Yes.

8 Q And that was Exhibits --

9 MR. BENNETT: Yeah. That was Exhibits
10 Number 3 and 4, Judge Rivers, for your reference,
11 the deed mortgage from John Walker to Roger Walker.

12 Q Now, after this property that's covered in
13 the 1996 deed --

14 A Uh-huh.

15 Q -- which we already introduced. I think
16 it's Exhibit 26. That was the deed from Kenneth,
17 your dad, to your Aunt Catherine.

18 A Uh-huh.

19 Q Was there any changes in who maintained
20 the property or who kept up the -- I mean like
21 maintained the --

22 A The day-to-day activities?

23 Q -- property and supervised day-to-day
24 activities on the property?

25 A No. Uh-huh. My dad and I were there

1 90 percent of the time. If I wasn't there, my dad
2 was there. ABM, if they had a problem, they either
3 called me or my father to fix it. You know, because
4 it was -- it was still my dad's land. I mean as
5 long as the money was paid back, you know, to the
6 lender, we assumed that it would be deeded back to
7 us. So we just did every day business.

8 If we wanted to go -- you know, if we wanted to
9 get on a bush hog and cut pastures and stuff like we
10 usually do, it's normal business. I still do it
11 today. You know, I maintain the roads. I cut all
12 the grass around American Bio-Mass. I keep the
13 field mowed down by Richard Wood's pit that's in her
14 name. I keep the field mowed that's in her name to
15 keep it from growing up, pick up all the trash on
16 the sides of the road.

17 I keep everything -- there's a couple of pieces
18 that's a little rough where a bush hog can't get
19 that I don't cut, but I maintain it all just like I
20 maintain the rest of my property.

21 Q Okay. And has Catherine Brooks, to your
22 knowledge, ever come in there and tried to control
23 back -- you know, before your dad died from '96 --

24 A No.

25 Q -- did she ever come in and try to take

1 control of the property?

2 A No.

3 Q Did she ever try to put fences up or
4 put --

5 A No.

6 Q Did she ever try to put any improvements
7 up?

8 A No.

9 Q Okay. So --

10 A Never cut a blade of grass.

11 Q Okay. And there's been a lot of testimony
12 previously about the leases and all. They -- the
13 Eagle Disposal and American Bio-Mass leases have
14 already been introduced into evidence. Are you
15 familiar with those?

16 A Yes, sir.

17 Q Okay. And without me showing them to you,
18 can --

19 A I was fixing to say I might have to glance
20 at them.

21 Q You want to look at them?

22 A You can ask me a question. If I can't
23 answer, I might have to look at them.

24 Q All right. Let me go ahead and open the
25 exhibit book. Might be the easiest way. I got a

1 copy of it. I want to show you too, Roger, the --

2 MR. BENNETT: For the court reporter's
3 reference, I'm looking at Plaintiffs' Exhibit 8,
4 which is in the exhibit book that was provided by
5 our prior court reporter, Carolyn Kelly.

6 Q Exhibit 8, these are photographs that
7 shows American Bio-Mass. Did you take these
8 pictures?

9 A Yes. I did.

10 Q Okay. And so you agree that that's --
11 that is where American Bio-Mass operated and
12 operates now?

13 A Yes, sir.

14 Q All right. And the -- on the first
15 Exhibit 8, the first set of photographs in the
16 exhibit book, the little white building to the left,
17 what was operating out of there?

18 A That was my dad's old office, in which I
19 ran Lowcountry Sand out of until my dad died.

20 Q Until 2008?

21 A Yes.

22 Q Okay. Now, this last picture --

23 A Uh-huh.

24 Q -- under Exhibit 8, last photo, one photo
25 on the page by itself, what does that show?

1 A That shows where they actually handle some
2 of the non-hazardous waste that is brought into
3 American Bio-Mass.

4 Q That's part of American Bio-Mass?

5 A Yes. It is.

6 Q Okay. And tell me about these photographs
7 on the next to last page of Exhibit 8. What is
8 that?

9 A This is damage that has been done to the
10 building that if I was a landlord, to keep up with
11 your properties, you can see where they have knocked
12 blocks out of the walls of the building. They've
13 got holes knocked in the walls of the building that
14 I would be staying on top of to have them repaired,
15 because the building is really in very much disarray
16 and in need of some work that -- and their lease, if
17 they damage the building, because I'm familiar with
18 American Bio-Mass' lease, they're responsible for
19 fixing. And they're just tearing the building all
20 to hell. There's one side that looks like it's
21 fixing to fall over.

22 Q And did this happen after your dad died?

23 A No. This has -- it's been an ongoing
24 thing, I would say, for a while. They did fix one
25 part of the wall that was knocked down, but I think

1 they knocked it -- they knocked it in again.

2 Q Okay.

3 A But it's just something that's in their
4 nature of business, moving as much stuff as they
5 move, that they need to stay on top of it a little
6 more also. If they damage the building, it needs to
7 be fixed.

8 Q Okay. And the second page of Exhibit 8 --

9 A That's where the blocks are knocked out of
10 the front of the building.

11 Q Okay.

12 A And that's a rear photo of American
13 Bio-Mass.

14 Q The photo --

15 A That's just a rear photo of American
16 Bio-Mass.

17 Q All right. That's the bottom photo,
18 second page of Exhibit 8?

19 A That's correct.

20 Q Okay. Now, Exhibit 9 was introduced at
21 the first hearing. This is a real estate lease
22 agreement, and it says between Roger Walker and
23 Eagle Disposal, Inc.

24 A Uh-huh.

25 Q Okay. Could you tell us a little bit

1 about this lease? Who negotiated that lease?

2 A My father.

3 Q Okay. Now, at that time, whose name was
4 that property the subject of that lease at that
5 time?

6 A This is the first or second term? I'd
7 have to look at the dates on the --

8 Q This lease says February --

9 A '99. I'd have to look and see -- look at
10 the deed to see if it was deeded in '96 or 2002.

11 Q All right. I'm going to show you Exhibit
12 27 and Plaintiffs' Exhibit 26.

13 A This was in my dad's name at that time, I
14 do believe. Is that 2-15-03?

15 Q Yeah. The recorded date is on here.

16 A That's what -- I was looking for the
17 stamped date. Thank you, sir. This was actually my
18 dad's name at that time.

19 Q Okay. So the property American --

20 A Eagle Bio-Mass was in this building with
21 my dad owning it at that time.

22 Q Okay. So that's located on the 15.16
23 acres --

24 A That's correct.

25 Q -- that was deeded by your dad to

1 Catherine -- that was recorded in 2003.

2 A Uh-huh.

3 Q Is that right?

4 A Yes.

5 Q So your dad actually owned this property

6 --

7 A Yes.

8 Q -- in 1999?

9 A Yes.

10 Q Okay. Now, could you tell us how this

11 lease was -- who negotiated this lease?

12 A Robby Hogan and Butch owned Eagle Disposal

13 at that time. Robby Hogan and my dad hammered out

14 lease term, contract amount, whatever.

15 Q Okay. You signed it as landlord?

16 A That's correct.

17 Q Okay. And could you explain that?

18 A Well, I handled a lot of stuff for my dad,

19 and I just -- it was easier if -- he didn't really

20 go much anywhere. He stayed on the property all the

21 time, and it was just easier for the checks to come

22 to me and me just to cash the checks and give him

23 the money for it.

24 Q Okay. So the checks pursuant to this

25 lease --

1 A Uh-huh.

2 Q -- which is Exhibit 9 --

3 A Uh-huh.

4 Q -- with Eagle Disposal in February of 1999

5 --

6 A Uh-huh.

7 Q -- who were these rental checks made

8 payable to?

9 A Probably to Roger Walker. If I signed --
10 yeah. To me. They were made out to me.

11 Q Okay. And then -- now, what did you do
12 with those checks?

13 A I would cash them and give them to my dad.

14 Q That was all -- that was an arrangement
15 you and he made?

16 A Yes, sir. That was the arrangement that
17 he made with Robby Hogan. He made the agreement,
18 and then Robby would give the checks to me.
19 Actually, Robby would actually give the checks to my
20 dad, and dad would just call me, you know, where are
21 you at? I need you to run to town to cash a check
22 for me.

23 Q Okay. And you gave him the money?

24 A That's correct.

25 Q Okay. Now, the next lease -- this is

1 Exhibit 10 --

2 A Uh-huh.

3 Q -- that was introduced at the first
4 hearing --

5 A Uh-huh.

6 Q -- dated February 21st, 2001?

7 A Uh-huh.

8 Q It says Eagle Disposal --

9 A Uh-huh.

10 Q -- as tenant and Roger Walker as landlord?

11 A Yes, sir.

12 Q Could you -- is that basically the same as

13 --

14 A Basically the same as the lease agreement
15 before that.

16 Q Okay. And same, checks were made payable
17 to you, and you gave it to your dad?

18 A That's correct.

19 Q Now, as of February 2001, who owned that
20 15.16 acres?

21 A I do not believe it was deeded to
22 Catherine at this time. I think it was about a year
23 later.

24 Q Okay. That it was deeded to her?

25 A Uh-huh.

1 Q Okay. And so she -- and you negotiated
2 the lease; is that right?

3 A My dad. I think it was basically -- I
4 don't even think the rent changed on this one. I
5 think they just said is it okay to do another two
6 years, and everybody said, yeah. Go for it.

7 Q Okay. And you-all maintained the property
8 and all?

9 A Yes, sir.

10 Q Okay. Now, I'm going to show you -- the
11 next lease is marked as Exhibit Number 11 --

12 A Uh-huh.

13 Q -- dated April 1st, 2004.

14 A Yes, sir.

15 Q Okay. And that lease is between who?

16 A American Bio-Mass and --

17 Q That's the tenant?

18 A Yeah. American Bio-Mass is the tenant,
19 and I'm just looking to see if I was on this one or
20 not. I don't see landlord. Catherine Brooks --
21 between Catherine W. Brooks of Columbia and -- as
22 landlord. American Bio-Mass is the tenant.

23 Q Okay. And who was it signed by?

24 A Catherine Brooks and Tim Odom, which is
25 the owner of American Bio-Mass -- one of the owners.

1 Q Okay. And this lease is marked as Exhibit
2 11 -- Plaintiffs' Exhibit 11.

3 A Uh-huh.

4 Q Did you negotiate that lease?

5 A No, sir. I did not.

6 Q Okay. And did you have anything to do
7 with that lease?

8 A No, sir.

9 Q Okay. So who do you think negotiated
10 that?

11 A Probably my dad negotiated the lease with
12 him.

13 Q With Tim?

14 A Yes.

15 Q Did you know about it?

16 A I knew it was coming up, because the
17 property had changed hands. And so they had to put
18 Catherine as the landlord.

19 Q Okay.

20 A And American Bio-Mass. So that's where it
21 changed hands. It was deeded to her after -- or
22 before that time.

23 Q What was the relationship between American
24 Bio-Mass and the prior tenant, Eagle Disposal?

25 A They merged -- American Bio-Mass kind of

1 merged with and faded out Eagle Disposal.

2 Q Okay.

3 A And Robby Hogan was -- Robby Hogan that
4 owned Eagle Disposal is actually a partner of the
5 new company, American Bio-Mass.

6 Q Okay. Got you. Now, after this lease is
7 entered into in April of 2004 --

8 A Uh-huh.

9 Q -- between American Bio-Mass as tenant --

10 A Uh-huh.

11 Q -- and Catherine Brooks as landlord, did
12 you have any dealings with the tenant of American
13 Bio-Mass? Did you have any dealings with them in
14 regard to this lease?

15 A In regard to the lease, probably so,
16 because I think the checks were still made out to
17 me.

18 Q Okay.

19 A It was normal business still, because --
20 but they just had to put Catherine as landlord
21 because the owner of the land had changed names --
22 it changed names. And they wanted to protect
23 themselves, you know, renting the building and what
24 have you, and -- but I think the checks were still
25 made out to me and still cashed them and gave them

1 to my dad.

2 Q Do you know or do you need to look at
3 them, or do you remember?

4 A I'm pretty sure they were. I can look at
5 them just to make sure -- make sure I'm not saying
6 something incorrect.

7 Q Okay. Because Exhibit Number -- hold on.
8 Exhibit Number 12 actually has a copy of the checks
9 that were written out prior to your dad's death. Do
10 you want to look through them and --

11 A Sure. They're right there where I can see
12 them. Yeah. They're all still made out to me.

13 Q So all the rent checks even after the 2004
14 lease --

15 A Uh-huh.

16 Q -- which has Catherine Brooks' name as
17 landlord --

18 A Yes, sir.

19 Q -- can you explain why it was done that
20 way?

21 A Well, still -- I mean it was my dad's
22 land. I mean he was just paying her back X amount
23 of dollars and, you know, there was no prepayment --
24 I mean a paid payment agreement, but this is how my
25 dad made his money, and this is how he afforded to

1 pay the loan back.

2 Q Okay.

3 A You know, like I said, it was normal
4 operating business. She never came down. She never
5 checked on -- as far as a landlord to check on the
6 building or what have you. When they had a problem,
7 they always called me or my dad. It was just
8 normal. Nothing changed, zero, absolutely nothing.

9 Q Now, prior to your dad's death in
10 September of 2008 --

11 A Uh-huh.

12 Q -- was Catherine Brooks aware that you
13 were -- that these lease payments by American
14 Bio-Mass were being made out to you?

15 A Yes, sir.

16 Q Okay. Did she ever complain about that?

17 A Not to me she didn't.

18 Q Did you-all ever have a discussion about
19 it?

20 A Not to my knowledge.

21 Q Okay. To your knowledge, did she ever
22 object to that?

23 A No, sir. Not to my knowledge.

24 Q Okay.

25 A None whatsoever.

1 Q Now, how would you get the checks?

2 A Either they would mail them -- Robby would
3 go to the main office across town and pick them up,
4 and either Robby would see me go by and give them to
5 me, or my dad would run, pick them up, and call me,
6 hey, Roger, got a check. Can you run to town to
7 cash it for me. You know, I got the rent check or
8 whatever.

9 Q Okay. What would -- and you would cash
10 these checks?

11 A Yes.

12 Q You didn't deposit them? You generally
13 cashed them?

14 A No. I just mostly cashed them and took
15 them right back to my dad.

16 Q Okay.

17 A Or if he needed something in town, run by
18 the grocery store, do this --

19 Q All right. So did you get to keep the
20 money from these checks, the 750?

21 A For my personal use?

22 Q Yes.

23 A No, sir.

24 Q Okay. And so who got the benefit of the
25 income?

1 A My father.

2 Q And all through the time before he died,
3 he got benefit --

4 A Yes, sir. That was his. That was my
5 father's money. That was my father's building.

6 Q Okay. And would he know when these checks
7 were due?

8 A Oh, yes, sir.

9 Q Okay. How do you know that?

10 A Because he knew what the date was. He
11 knew what the agreement was, and if it was a day
12 late, he'd be on the phone.

13 Q Okay. Well, if you had not given him the
14 money from these checks, what would have happened?

15 A There would be heck to pay.

16 Q Okay.

17 A That's -- my daddy -- if it's his, he
18 wanted it.

19 Q And he knew how much it was?

20 A Yes, sir.

21 Q Okay. And you said sometimes he actually
22 got checks but gave --

23 A Yeah.

24 Q -- them to you to cash.

25 A Yes, sir.

1 Q Okay. Did anybody else ever pick up these
2 checks?

3 A It's a very big possibility. My brother,
4 Will, might have picked one up, or it was handed to
5 Will or Will might have cashed one or what have you.

6 Q Now, where would you generally cash these
7 checks?

8 A Where the checks were drawn. I think they
9 were drawn on Enterprise. So I'd take them to
10 Enterprise and cash them.

11 Q Okay. Now -- and after your dad died --

12 A Uh-huh.

13 Q -- was there any change about how these
14 checks were done?

15 A Yes. Catherine called them and told them
16 that being that my daddy had died, to send the
17 checks to her.

18 Q Okay. So who did she call -- do you know
19 who she called?

20 A Oh, I don't know. I assume she talked to
21 Tim Odom.

22 Q All right. Did Tim ever have a
23 conversation with you about it?

24 A Yeah. We had a few conversations, yes.

25 Q After your dad died?

1 A Yes.

2 Q Okay. And do you know whether or not --
3 I'm just saying do you have personal knowledge. Do
4 you know whether or not Catherine Brooks ever had a
5 conversation with Tim Odom or Robby Hogan at
6 American Bio-Mass about the fact that you were
7 supposed to keep getting -- that you were supposed
8 to get these \$150 checks? Do you know if they ever
9 had such a meeting or conversation?

10 A I'm not sure. She had to -- she came down
11 to sign the rental agreement. She had to know
12 something.

13 Q Okay. But she would have --

14 A She knew where the checks were going. She
15 knew the checks were made out to me.

16 Q Okay. So she knew she wasn't getting a
17 check?

18 A Exactly. If you don't own a building and
19 don't get a rent check for six years, I think I'd
20 know it.

21 Q All right. And now, who was paying for
22 the electricity for the water -- or paying for the
23 water and --

24 A I was providing them with water from --
25 God, for eight, nine, ten years, I provided it. I

1 paid the electric bill for the water too. Even
2 after I moved everything out of the office after my
3 dad died, I kept the lights on and paid the light
4 bill every -- from then until a couple of months ago
5 so her tenant could have water.

6 Q Okay. Now, prior to your dad dying in
7 September 2008 --

8 A Uh-huh.

9 Q -- did Catherine Brooks ever pay the
10 property taxes on this TMS number 195 of 69?

11 A Whenever there was somebody in the
12 building, no. It always came out of daddy's rent
13 checks. She never paid the taxes.

14 Q Okay.

15 A They came out of daddy's rent checks.

16 Q All right. Now, this is Exhibit 13. You
17 have nothing to do with that one?

18 A No, sir. I haven't had anything to do
19 with it since my dad died.

20 Q All right. Now, Exhibit 14 was a check
21 that had been written since your dad died; is that
22 right? All the checks since your dad died now are
23 going to Catherine Brooks?

24 A That is correct.

25 Q All right. Do you know about how much

1 rent checks she's gotten off of American Bio-Mass
2 since your dad's death?

3 A I don't know the total, but I could take
4 \$750 a month -- up until recently, I think it just
5 changed to 800, multiply it times the months daddy's
6 been dead -- since he's been dead.

7 Q Now, if the total amount she's received
8 from your dad and from these rent checks off of
9 American Bio-Mass she's got since your dad exceeded
10 \$60,000 --

11 A Uh-huh.

12 Q -- would you think that you-all would be
13 entitled to be reimbursed some of that if you win
14 this case?

15 A If I win this case, I don't -- all I want
16 is the land back. She can keep whatever extra she's
17 gotten.

18 Q All right. Okay. So you're not looking
19 to be reimbursed any money?

20 A My attorney's fees.

21 Q Okay. Attorney's fees and costs?

22 A Yes.

23 Q Okay. Now, while we're on the checks,
24 we've already had -- Richard Woods has already
25 testified about this.

1 A Uh-huh.

2 Q This is Exhibit Number 20. Hold on one

3 second. I don't think that was -- here it is,

4 Exhibit Number 20 --

5 A Uh-huh.

6 Q -- which has already been introduced into

7 evidence.

8 A Uh-huh.

9 Q This shows -- this is all the checks.

10 A Uh-huh.

11 Q And it's got the endorsements on it?

12 A Yes, sir.

13 Q Would you look at that real quick for me,

14 Exhibit Number 20?

15 A Yes, sir.

16 Q And I want to ask you a couple of

17 questions. And if you could flip through this real

18 quick.

19 A Uh-huh. Ask away.

20 Q Okay. Now, these are the checks that

21 Richard Wood issued that were for this dirt pit?

22 A Yes, sir.

23 Q He testified -- you're familiar with that,

24 right?

25 A Yes, sir.

1 Q And that that lease was introduced as
2 Plaintiffs' Exhibit 21?

3 A Uh-huh.

4 Q Can you tell us what -- how were these
5 checks handled that -- I know they were all issued
6 because all the copies show that they were made
7 payable to Catherine Brooks, right?

8 A Yes, sir.

9 Q All right. By Wood Brothers Construction.

10 A Uh-huh.

11 Q Do you know how they were handled,
12 actually who picked up the checks and --

13 A Yes, sir. I do.

14 Q -- who they went to and who got money and
15 all?

16 A Yes, sir. I do.

17 Q How about explain that to the Court.

18 A Most of the time -- my dad didn't drive
19 much then either. I'd take my dad to pick them up.
20 He would call Richard Woods, call his office and see
21 if there was a check ready or what have you, and
22 either I would pick the checks up, me and my dad
23 would pick the checks up, my brother, Will, or my
24 cousin, Randy Walker, picked up a couple.

25 Q Okay.

1 A And when you picked the checks up, if
2 daddy was with you, we would go straight on to the
3 bank and cash them -- sign them and cash them --
4 sign her name to them and cash them.

5 Q Okay. Did you endorse any of these
6 checks?

7 A Yes, sir.

8 Q And what percentage would you say you
9 endorsed?

10 A Probably 90 percent of them.

11 Q Okay. And how would you endorse it?

12 A Either my dad would sign Catherine Brooks,
13 and I'd sign Roger Walker underneath it, or I'd sign
14 Catherine Brooks and sign Roger Walker underneath
15 it.

16 Q Okay. And did she know you-all were doing
17 this?

18 A Yes, sir. She did.

19 Q Okay. And how many years were you-all
20 doing it this way with her knowledge?

21 A Hold on. I'd have to look this up, sir.

22 Q All right.

23 A This only shows about two years, I
24 believe, but it went on for longer than that, I do
25 believe.

1 Q All right.

2 A I can look back from the dates of the
3 checks, but the dates of the checks probably
4 coincide with the ledger, don't they? Or maybe not.

5 Q This lease was signed in 2005.

6 A Uh-huh.

7 Q The dirt lease.

8 A Ever how long it had been. It went on for
9 years, years. That was normal operating business.
10 It was nothing, you know.

11 Q Now, the dirt pit --

12 A And here again, this is how my dad made
13 his money to pay back the loan to Aunt Catherine.

14 Q Okay.

15 A This is how he made his money off his
16 land.

17 Q Okay. Now, the dirt pit, did you see the
18 lease that was introduced --

19 A From Richard Wood? From Wood Brothers
20 Construction to Catherine Brooks?

21 Q Yes. Is that in this stuff?

22 A I'm not sure, sir, if I put it there or
23 not.

24 Q It might be under here, I think.

25 A Yeah. It's probably the first or second.

1 Q I'm going to show you Plaintiffs' Exhibit
2 21.

3 A Yes, sir.

4 Q Now, that was the -- what? It says real
5 estate lease, but we're calling it the dirt pit
6 lease. Is that --

7 A Yes, sir.

8 Q March 3rd of 2005?

9 A That's correct.

10 Q All right. Is that when checks would have
11 started being issued?

12 A That's correct.

13 Q Okay.

14 A So it went on from then until my dad's
15 death.

16 Q Okay. Were you involved in negotiation of
17 this lease at all?

18 A No, sir. My dad and Richard Woods worked
19 out the -- how many acres, how much per yard and
20 what have you.

21 Q All right. They worked out those terms?

22 A Uh-huh.

23 Q All right. And Catherine --

24 A But there again, the land was in
25 Catherine's name. So that is why they had to put

1 her as landlord on here.

2 Q All right. So to your knowledge, did
3 Catherine negotiate this lease with Richard Wood or
4 did your dad?

5 A No. My dad.

6 Q Okay. But it was actually -- it was
7 titled in her name at the time?

8 A Yes.

9 Q Okay. Now, so what banks would you-all go
10 to to cash these checks from Wood Brothers
11 Construction on --

12 A I believe his checks were drawn on Bank of
13 Walterboro, and I banked with Enterprise Bank. So
14 sometimes I would take them -- if I was going to my
15 bank to do a deposit, to cash a check or whatever,
16 I'd probably cash them at Enterprise. If I was just
17 going to run to town to cash the check for daddy,
18 I'd probably run through the drive-through at either
19 one of the branches at Bank of Walterboro.

20 Q Okay. Did you ever have any conversation
21 with Richard Wood about how these checks were being
22 handled, in other words, being made payable to
23 Catherine and then your dad getting them?

24 A Yes. Since my dad's death we have, but
25 prior to that, no.

1 Q All right. So Richard never questioned
2 you-all picking up the checks?

3 A No, sir.

4 Q Okay. And did he know -- do you know
5 whether or not Richard knew you-all were cashing the
6 checks.

7 A Yes, sir. He knew.

8 Q Okay. And you said Catherine Brooks knew
9 you-all were signing her name --

10 A Yes, sir.

11 Q -- either you or your dad and negotiating
12 it and then cashing these checks?

13 A Yes, sir.

14 Q At Bank of Walterboro you said?

15 A Yes.

16 Q Or Enterprise Bank?

17 A Yes, sir.

18 Q And how did she know you-all were doing
19 that?

20 A She wasn't getting the money from the
21 dirt.

22 Q Okay. She knew about the lease; is that
23 right?

24 A That's correct.

25 Q Okay.

1 A Yes, sir. She signed the lease.

2 Q Did she ever -- did you and her ever have
3 a conversation about it prior to your dad's death?

4 A About cashing checks or whatever?

5 Q Yeah. Like it was okay to do that, okay
6 to sign her name?

7 A I was never told not to.

8 Q Okay.

9 A Huh-uh.

10 Q Do you know if she ever had a conversation
11 with your dad about that?

12 A Not sure. I can't -- they might have, but
13 I don't recall any conversation there.

14 Q Okay. And now you weren't -- were you at
15 Richard's office when he said that he had talked to
16 Catherine about giving the checks to Kenneth?

17 A Yeah. We were at my dad's house whenever
18 the lease agreement was signed.

19 Q You were there?

20 A Yes, sir.

21 Q All right. Do you recall about --
22 anything about the checks or payment?

23 A Yes. She told Catherine that it was fine
24 to -- Catherine told him that it was fine to give
25 the checks to my dad.

1 Q Okay. So you remember that?

2 A Yes, sir. I do.

3 Q Okay. And prior to your dad dying --

4 A Uh-huh.

5 Q -- do you know whether she ever complained
6 to the banks or anything that you --

7 A In her deposition in Columbia, she said
8 that she had talked with, I think, Diane Maxey at
9 Enterprise Bank. And then she said she had talked
10 with Wallace McCord at Enterprise Bank and -- but
11 that was whenever she was testifying at the
12 deposition that I knew that she talked to those
13 people.

14 Q But was that prior to your dad's death or
15 after your dad's death?

16 A I'm not sure.

17 Q Okay.

18 A I'm not sure. I think it might have been
19 prior.

20 Q All right.

21 A But as I said, I'm just recalling what I
22 heard at the deposition in Columbia. I heard her
23 say that she talked to people at Enterprise -- Diane
24 Maxey at Enterprise Bank and Wallace McCord at
25 Enterprise Bank, and I don't think I remember her

1 saying -- not to my recollection I can't remember
2 she said she talked to Bank of Walterboro. I don't
3 know. I can't answer that question.

4 Q Okay. But it was your understanding you
5 had her permission and consent to --

6 A Yes, sir.

7 Q -- get these checks cashed for your dad?

8 A I did it for years, sir. I did it for
9 years and years and years and years and nothing was
10 said.

11 Q Okay. And if you didn't think it was okay
12 with your Aunt Catherine to sign her name to these
13 checks so you could cash them and give them to your
14 daddy, would you have done it?

15 A Hell, no.

16 Q Okay.

17 A I would have went to jail.

18 Q Okay. So now, I'm going to go back to
19 Exhibit -- I think it's 15. Okay. This is Exhibit
20 15, which has been previously introduced.

21 A Uh-huh.

22 Q It's basically a ledger showing Kenneth
23 starting at \$60,000.

24 A Uh-huh.

25 Q And showing certain payments that were

1 made --

2 A Uh-huh.

3 Q -- according to this ledger --

4 A Uh-huh.

5 Q -- by Kenneth Walker to Catherine Brooks.

6 A Uh-huh.

7 Q Are you familiar with this ledger shown by
8 Exhibit 15?

9 A Yes, sir. I am.

10 Q All right. Tell us what your
11 understanding of this was, or your knowledge of it.

12 A How this got started is shortly after
13 2002, when the last deeds were done, which I don't
14 think the last one was recorded until the beginning
15 of 2003, my dad wanted to -- when he gave her money,
16 he wanted to -- he wanted a ledger to show the
17 balance of what he owed her.

18 Q Okay.

19 A He asked her what he owed her. He told
20 her to write down a figure. Whatever he owed her,
21 he wanted to pay her. So she picked up a pad and
22 wrote down \$60,000 is where daddy had to start from
23 paying her back the loan in order to get his land
24 back.

25 Q Do you recognize the handwriting there at

1 the top --

2 A Yes, sir.

3 Q -- where it says, Kenneth starting at

4 60,000?

5 A Yes, sir.

6 Q And it says, Kenneth gave me.

7 A Yes, sir. It looks like my Aunt

8 Catherine's handwriting with her initials beside it.

9 Q Okay. That's on Exhibit 15.

10 A Yes, sir.

11 Q All right. Now, do you recognize the
12 handwriting on the rest of the ledger, the payment

13 --

14 A Most of it is Catherine's, some of it is
15 my father's, and it looks like I wrote this date
16 right here. And -- but most everything is -- I
17 would think my dad's is here, Aunt Catherine's is
18 here, and then some of it is my dad's, and it looks
19 like I wrote this date here. And she initialled by
20 each payment that daddy gave her, and she actually
21 gave me -- whenever she wasn't down here to receive
22 the money, she actually gave me her checking account
23 number to go to Wachovia to deposit money in her
24 checking account.

25 Q Okay.

1 A And so she knew that I had a check that
2 day, and I was going to cash it, and I had to call
3 her and get her checking account number to deposit
4 the money in her checking account.

5 Q At Wachovia Bank?

6 A Yes, sir. At Wachovia, and I think got
7 one -- usually, I gave them to her whenever she came
8 down, but I think for some unknown reason why I had
9 that one we have got in this stack, we just didn't
10 pass -- cross paths or whatever, and she didn't
11 receive it, but yeah.

12 She would even know when I was going and
13 cashing some of the checks, because she would give
14 me her -- it was not uncommon for me, Aunt
15 Catherine, I got a check today. I'm cashing it.
16 Daddy told me to put X amount of money in your
17 checking account. I need your checking account
18 number.

19 She would go, okay, Rog, she'd say, Catherine
20 W. Brooks, give me the account number. I'd call her
21 right after I did the deposit, and I said I'll give
22 you the receipt when I see you. She goes, thank you
23 very much.

24 Q And that's what R.W. deposit means?

25 A That's correct.

1 Q Okay. So what does this ledger show the
2 last payment that was made by your dad?

3 A 7-3 of 2008 for \$1,400.

4 Q Okay.

5 A And that money came out of daddy's Social
6 Security account.

7 Q Okay. And after that payment was made as
8 of 7-3-2008, what does this ledger show that your
9 dad owed Catherine?

10 A \$27,400.

11 Q Okay. And what was your understanding --
12 like once your dad fully paid her --

13 A Uh-huh.

14 Q -- what was supposed to happen?

15 A That the land would either come back to
16 him or however he wanted to deed it.

17 Q Okay. And was that his understanding too?

18 A Yes, sir.

19 Q Okay.

20 A The whole time and that's why this is a
21 little over two months before my dad died, and he
22 had gotten out of the hospital this day. And my dad
23 wanted to handle the property issue before he died.

24 Q All right.

25 A And I brought the property up. You know,

1 dad, if something happens to you, I want to make
2 sure that as long as Aunt Cat gets her money, that
3 the land comes back. And as soon as that property
4 was brought up that afternoon, my Aunt Catherine
5 never visited my daddy again. I don't think they
6 talked on the phone but once or twice, didn't come
7 to his funeral, and I think that she thought the
8 whole time that she was going to get the land and
9 this money.

10 Q Okay. Now, your dad, did he acknowledge
11 that he -- that he owed her this 60,000 to get the
12 land back?

13 A Yes, sir. Yes, sir.

14 Q Okay.

15 A If he wasn't going to get his land back,
16 why would he have paid her all of this money?

17 Q That's right.

18 A If he'd just give it to her, he shouldn't
19 have to give her a damn thing.

20 Q Right. Now, I think it's over here. I
21 want to show you -- yeah. I want to show you --
22 this is Plaintiffs' Exhibit 18.

23 A Yes.

24 Q Are familiar with that document?

25 A Yes, sir. I am.

1 Q Okay. Tell me your knowledge and
2 understanding about that.

3 A This is whenever -- we had leased a mining
4 operation to Larry Herndon with Lowcountry Concrete
5 and --

6 Q What's the date of that?

7 A July 16th, 2004.

8 Q Okay. Is that after this ledger was done?

9 A Yes, sir.

10 Q The ledger was started --

11 A Started in 2003.

12 Q Okay. And you're saying this Exhibit 18

13 --

14 A Uh-huh.

15 Q -- and July 16, 2004, coincided with the
16 agreement --

17 A Yes.

18 Q And explain what the significance of this
19 is or your understanding --

20 A This is saying what monies that was paid
21 to Catherine from that mining operation should come
22 off of the balance -- should go towards the property
23 off Cooks Hill Road in Walterboro, South Carolina,
24 any money paid -- Kenneth pays to Catherine Brooks
25 will be towards the \$60,000.

1 Q Okay. Which is the same amount that's
2 shown on this?

3 A That the ledger starts with.

4 Q Right.

5 A Yes, sir.

6 Q So it kind of refers to that?

7 A Yes, sir.

8 Q All right. And whose handwriting is that?
9 Do you recognize that handwriting?

10 A It looks like my Aunt Catherine's
11 handwriting.

12 Q Okay. And were you there when that was
13 written out?

14 A Not to my knowledge.

15 Q Okay. Do you know whether or not your
16 Aunt Catherine Brooks has ever acknowledged that she
17 did write this?

18 A Yes, sir. She has.

19 Q Okay. Do you know -- did you or, to your
20 knowledge, did your daddy ever threaten her in any
21 ways to make her write this?

22 A No.

23 Q This Exhibit 18?

24 A No.

25 Q Okay. Did your dad ever threaten her in

1 any way or try to intimidate her to make her sign
2 this Exhibit Number 15?

3 A I have never said anything out of the way
4 that's out of the normal I don't think ever. And
5 now, like I said earlier, the brothers and sisters
6 have quarrels every now and then, but as far as
7 somebody threatening her to make her sign something,
8 I'm sure you wouldn't have to threaten her to give
9 her this much money. But as far as threatening her,
10 no.

11 Q Okay. And do you believe -- do you
12 believe that this Exhibit 18 and Exhibit 15
13 constituted an agreement between your dad and your
14 Aunt Catherine Brooks?

15 A Yes, sir. Concerning the money that
16 was -- came from Mr. Herndon.

17 Q Okay.

18 A Yes, sir. Yes, sir. Uh-huh.

19 Q Okay.

20 A I do.

21 Q What is your understanding of what was she
22 supposed to do once your dad or his heirs paid off
23 this 60,000 -- the balance owed on the 60,000?

24 A The land should have come back to the
25 estate or to the heirs, one of the two.

1 Q Okay. Now, did you-all ultimately try to
2 get it back from her?

3 A Yes.

4 Q Okay. Before your dad died?

5 A Yes.

6 Q Okay. And do you know -- were you-all
7 successful?

8 A No.

9 Q Okay. And hold on one second. All right.
10 Before I get -- but you-all did make attempts --

11 A Yes, sir.

12 Q -- to get the property -- to pay off the
13 balance of 27,4 and to get the property back?

14 A Yes, sir.

15 Q Deeded back in your dad's name before he
16 died.

17 A Yes, sir.

18 Q Is that correct?

19 A Yes, sir.

20 Q Before I get into that, I do want to ask
21 you a little bit about this deal with Larry Herndon.

22 A Uh-huh.

23 Q Okay? Was there ever any kind of lease
24 agreement entered into with Mr. Herndon?

25 A Uh-huh.

1 Q Okay. Now, I'm going to show you -- let
2 me see which one is first. I think these -- this is
3 the same deal. You-all have two different contracts
4 on this same date basically. Let me show you this
5 one first.

6 A Uh-huh.

7 Q This is a lease agreement that is dated
8 March 1st, 2003, and it's signed by -- between
9 Lowcountry Sand and Gravel --

10 A Uh-huh.

11 Q -- and --

12 A Yeah.

13 Q -- and it's got your name on it
14 individually and Henry O. Herndon?

15 A Uh-huh.

16 Q Okay. Do you recognize this?

17 A Yes, sir.

18 Q All right. Could you tell us a little bit
19 about that -- that lease agreement there, what it
20 was about?

21 A Basically, we leased some land to Larry
22 Herndon to come in and mine sand off of.

23 Q Okay.

24 A And I owned the land that Larry Herndon
25 was going to mine the sand off of. The discharge

1 from the sand plant was going across land that was
2 in her name. That's just from the discharge.
3 Nothing was ever mined off of her land. This is
4 just the discharge from the sand plant was on her
5 land.

6 Q This particular lease was on property --

7 A I owned.

8 Q -- that you owned?

9 A Yes.

10 Q Which was a sand mining?

11 A That's correct.

12 Q Okay.

13 A And he was to pay us X amount of so
14 many -- X amount per ton that was moved off of the
15 land.

16 Q Okay. And that was entered into between
17 you --

18 A And Larry Herndon.

19 Q -- and Lowcountry Sand and Gravel?

20 A Yes.

21 Q Okay. And I think they were the assignor,
22 is that right, Lowcountry Sand and Gravel?

23 A Uh-huh.

24 MR. BENNETT: Okay. We'd like to go ahead
25 and mark that as Plaintiff's Exhibit 29.

1 (Plaintiffs' Deposition Exhibit No. 29 was
2 marked for identification.)

3 (Off-the-record discussion.)

4 BY MR. BENNETT:

5 Q Do you remember, Mr. Walker, you're still
6 under oath?

7 A Yes, sir.

8 Q We're going to resume here. I'm going to
9 show you Plaintiffs' Exhibit Number 29.

10 A Uh-huh.

11 Q And I was just asking can you explain to
12 the Court what property is involved in this lease
13 between you and Mr. Herndon?

14 A Yeah. It's a portion of the 141-acre
15 tract.

16 Q Let me move this out of your way
17 temporarily.

18 A This is a portion of the --

19 Q Show us kind of on the map and show the
20 judge where --

21 THE COURT: Can you lift it up so we can
22 see it?

23 THE WITNESS: Yes, sir. It's where the
24 water is right in here.

25 BY MR. BENNETT:

1 Q Uh-huh.

2 A And we actually started out in the pond
3 here and came in this way, which this doesn't show
4 actually -- but it started in the pond right here.

5 Q Okay. And did you actually have a sand
6 dredge in there?

7 A Yes, sir. We did.

8 Q Okay. And which is -- is that a pretty
9 big piece of equipment?

10 A Yes, sir.

11 Q All right. How does that work, Roger?

12 A The dredge floats in the water and has a
13 boom in front of the dredge that goes to the bottom
14 of the pond.

15 Q Right.

16 A It's got a big pump on it, and it pumps
17 about 6,000 gallons a minute, and you have a cutter
18 head on the front of the dredge. And you actually
19 lower it to the bottom of the pond, and it sucks
20 water and sand and goes into a classifying tank.

21 It goes through a screener to start with, and
22 then the sand settles in a classifying tank and then
23 you dewater it. Some of the water runs out of the
24 plant, and the sand runs into shoots and arbors, and
25 then the arbors take the sand out and drop it in a

1 conveyor belt and inspects it.

2 Q I got you.

3 A And it's for concrete sand or masonry
4 sand.

5 Q And you had to get a DHEC permit?

6 A Yes, sir.

7 Q Okay. And when you were talking about
8 discharge, you were talking about the water --
9 that's where the water goes?

10 A The dewatering -- yes. The dewatering
11 came across Ms. Brooks' property. The plant was
12 here. We were mining in this back pond. The plant
13 was here, and the water discharged into the front
14 pond, which the majority of it is owned by
15 Catherine.

16 Q So that's property that --

17 A That's the property -- yeah. The water
18 discharged, because our spill away for our lake's up
19 here.

20 Q All right. And that's where you got water
21 written on there?

22 A Yes. And there's water actually here
23 also.

24 Q All right. Can you just put sand dredge
25 where your dredge was? Okay. And maybe just draw

1 an arrow where the water went. Can you do that?

2 Okay. All right.

3 MR. BENNETT: We got it drawn on there for
4 you, Judge.

5 Q Now, this lease was actually basically for
6 the purpose of Mr. Herndon being able to mine the
7 sand out of the pond that was on your property?

8 A That's correct.

9 Q Is that right?

10 A Yes.

11 Q Okay. And who did -- who were these
12 payments made to?

13 A Either Lowcountry Sand or Roger Walker,
14 one of the two.

15 Q Okay. And I think it was 30 cents a ton
16 of sand material?

17 A Somewhere in there. Yes, sir.

18 Q All right. Now, you negotiated this lease
19 with Mr. Herndon?

20 A Yes. My father and I did.

21 Q Okay. How long did this lease operate?
22 Do you know?

23 A He was there for maybe a couple of years.

24 Q Started in 2003?

25 A Yes, sir.

1 Q All right. Then you-all just agreed to
2 terminate it?

3 A Well, a gentleman -- Mr. Herndon hired a
4 gentleman to go out to the dredge to fix the air
5 condition on the dredge.

6 Q Right.

7 A Well, the gentleman took some fishing
8 poles and stuff with him in the boat out to the
9 dredge. So when he finished working on the dredge,
10 he took it upon himself to go fishing in the pond.

11 Q Right.

12 A Well, my dad saw the fellow fishing in the
13 pond and raised a total hell, like where did he get
14 permission to fish on the pond, this, that or the
15 other thing. Well, as soon as Larry Herndon came
16 in -- came by to check on everything that Monday
17 morning, my dad and he got in a heated discussion
18 over why Larry thought he told somebody he could
19 fish in the pond, blah, blah, blah, blah, blah.

20 Larry said, Mr. Walker, don't worry about it.
21 I'll pack myself up, and I'll be gone at the end of
22 the month. And that's exactly what Mr. Herndon did.

23 Q I got you. Okay. Now, I'm going to show
24 you another lease agreement dated May 1, 2003, says
25 it's between Henry Herndon as lessee and Catherine

1 Brooks --

2 A Uh-huh.

3 Q -- as the leasor.

4 A Uh-huh.

5 Q Do you recognize that one?

6 A Yes, sir. I do.

7 Q Okay. And was that executed in

8 conjunction with this lease that's been produced in

9 Plaintiffs' Exhibit 29?

10 A Yes, sir.

11 Q Okay. And was the purpose of this lease

12 was to discharge their process -- the water --

13 A The dewatering coming from the plant.

14 Q Onto the --

15 A Onto the -- into the pond that Catherine

16 owned in front.

17 Q Okay. Which is part of the 15.16 acres?

18 A That is correct.

19 MR. BENNETT: Okay. Go ahead and I'd like

20 to the mark this as Exhibit 30.

21 (Plaintiffs' Deposition Exhibit No. 30 was

22 marked for identification.)

23 MR. BENNETT: And we move to go ahead and

24 introduce this into evidence as Plaintiffs' Exhibit

25 30.

1 MR. DUNN: No objection.

2 MR. BENNETT: Okay.

3 BY MR. BENNETT:

4 Q And now, this -- on this lease that --
5 were there payments that were made by Mr. Herndon in
6 regard to this lease too?

7 A Yes.

8 Q Okay. So the payments under Plaintiffs'
9 Exhibit 29, those were made to you or Lowcountry
10 Sand and Gravel --

11 A Yes.

12 Q -- as the landlord or the lessor or the
13 signee?

14 A Correct.

15 Q Now, who were these payments --
16 Mr. Herndon made payments under the Plaintiffs'
17 Exhibit 30?

18 A Catherine Brooks.

19 Q Okay. They were made payable in her name?

20 A Yes.

21 Q Okay. And do you know who actually -- who
22 actually got those --

23 A Most of those checks Catherine would come
24 from Columbia and get, but there are some checks
25 that were made out that they were either dropped off

1 to my dad or they sent them back with the truck
2 coming to pick up sand or whatever, and they were
3 given to my dad and I probably cashed them. My
4 brother might have cashed them --

5 Q All right.

6 A -- what have you.

7 Q All right. Now --

8 A I think the majority of those, Catherine
9 came down from Columbia.

10 Q And got them?

11 A I think, yeah.

12 Q Okay. Now, these particular checks I'm
13 going to show you -- I got a group of checks here.

14 A Uh-huh.

15 Q Lowcountry Concrete, Inc.

16 A Uh-huh.

17 Q Okay. Was that the company that was owned
18 by Larry?

19 A That's correct.

20 Q That was his company?

21 A Yes.

22 Q Okay. Now, this -- these series of checks
23 made that were Lowcountry Concrete, Inc. to
24 Catherine Brooks --

25 A Uh-huh.

1 Q -- would that have been in conjunction
2 with the lease under Plaintiffs' Exhibit 30?

3 A Yes.

4 Q That's for the discharge or whatever?

5 A Yes.

6 Q Okay. And were you aware of these checks?

7 A Yes.

8 Q Okay. And now, did you get any of these
9 checks?

10 A That were made out to Catherine?

11 Q Yeah.

12 A Yeah. Probably so, yeah.

13 Q All right. How did that work?

14 A Like either -- nine times out of ten, a
15 truck -- either Mr. Herndon would either be coming
16 by one morning or coming by one afternoon. Either
17 he would bring them, or he would give them to a
18 driver on a sand truck coming to pick up sand and
19 drop them off at the office.

20 Q Oh, so her checks would be dropped off at
21 your office?

22 A I'm pretty sure. Well, Mr. Herndon was in
23 the office at that time also. She actually worked
24 for Mr. Herndon some.

25 Q Oh, at that time?

1 A Yes.

2 Q Okay. But now, you didn't -- did you or
3 your dad cash these checks?

4 A I don't know. There's a possibility that
5 I did cash a couple of those checks.

6 Q Okay. But you're not sure which ones?

7 A No. I would have to look at them to look
8 at the signatures and stuff.

9 Q I don't know that these actually have the
10 signatures.

11 A Some of them do.

12 Q Do they? All right. Look through there
13 and see.

14 A Uh-huh. I can't read that one. That one
15 is a blank. That looks like my signature signing
16 Catherine's name. That looks like me signing
17 Catherine's name. Like I said, I think that's
18 Catherine's signature. I can't read those. That
19 looks like mine. So I'm saying, yes. She got some.
20 I got some. That's Catherine's signature. Hard to
21 tell there. That's Catherine's signature.

22 My dad actually cashed this one, Kenneth
23 Walker. Hard to read. That's Catherine's
24 signature. Catherine -- so they were -- you know, I
25 can't either hit or miss. I can't tell you a

1 percentage but --

2 Q Now --

3 A -- yes.

4 Q -- some of those checks when you or your
5 dad would sign them, would she tell you to do that,
6 or how did that work?

7 A Yeah. Most of these -- these were called
8 on a -- I do believe almost on an individual basis.

9 Q Okay.

10 A You know, this was this much, and some of
11 the payments that were made to her were -- you know,
12 came out of these checks.

13 Q Okay.

14 A Right.

15 Q So the payments on the ledger and all?

16 A Yes, sir.

17 Q Okay. But who -- but she would authorize
18 you-all to do it that way?

19 A Yeah. Uh-huh.

20 Q Just on a check-to-check basis?

21 A Yeah. And these are a lot of times,
22 again, when I would call her and she'd give me her
23 checking account number to put the money in her
24 checking account.

25 Q That's where some of that came from

1 like where we had the \$1,400 in there?

2 A Yes. Uh-huh.

3 Q Okay. And anytime you signed her name,
4 did she give you her consent and permission to do
5 that?

6 A Yeah. Most -- my dad -- if she wasn't
7 there, my dad got these checks. The checks were
8 handed to my dad.

9 Q Okay.

10 A And daddy would call her and tell her what
11 the checks were, and I would have to call her to get
12 the account number to put the money in her checking
13 account.

14 Q Got you.

15 MR. BENNETT: We can go ahead and mark
16 this Plaintiffs' Exhibit 31.

17 (Plaintiffs' Deposition Exhibit No. 31 was
18 marked for identification.)

19 MR. BENNETT: We go ahead and move to
20 introduce this.

21 MR. DUNN: No objection.

22 MR. BENNETT: All right.

23 BY MR. BENNETT:

24 Q I want to show you another grouping of
25 checks.

1 A Uh-huh.

2 Q This actually has Colleton Sand Plant,
3 Inc., on it. Who owned that company?

4 A Larry Herndon. He actually gave the
5 company a name.

6 Q Okay.

7 A When he first started it up, he just ran
8 it under Lowcountry Concrete, but eventually went
9 ahead and got a separate -- opened a second company
10 for the sand plant.

11 Q All right. So these checks here would be
12 in conjunction with the same lease, Plaintiffs'
13 Exhibit Number 30?

14 A Yes.

15 Q Where Catherine Brooks was the lessor or
16 landlord --

17 A Yes.

18 Q -- on that? Okay. Look -- can you look
19 through these check and see were any of these checks
20 negotiated or cashed by either you or your dad?

21 A My dad, my dad, me, the ones I don't say
22 anything, it's got Catherine's name on them.
23 Catherine, Catherine, me.

24 Q Okay. So this series of checks has
25 sometimes they were negotiated, endorsed or cashed

1 by you, some by your dad and some by Catherine?

2 A Yes.

3 MR. BENNETT: Okay. We can go ahead and
4 move to introduce this as Plaintiffs' Exhibit 32.

5 MR. DUNN: No objection.

6 (Plaintiffs' Deposition Exhibit No. 32 was
7 marked for identification.)

8 BY MR. BENNETT:

9 Q Now, anything that you or your dad signed,
10 did you-all have Catherine Brooks' permission and
11 consent to negotiate or endorse the check?

12 A Yes.

13 Q Okay. And was any of this money used to
14 make any payments or --

15 A Yes.

16 Q -- and deposit in her account?

17 A Yes.

18 Q And where were these checks negotiated and
19 cashed mainly? Do you know?

20 A Either -- probably at Enterprise Bank,
21 where I do business at, if I did it.

22 Q All right.

23 A If I did it. Now, the ones she signed, I
24 don't know what she did with those.

25 Q Okay.

1 A The ones my dad signed, I don't know.

2 Q Okay. But not -- they weren't done at
3 South Carolina Bank and Trust?

4 A I don't think so.

5 Q Okay.

6 A Uh-huh. Not to my knowledge.

7 Q All right. Now, let me see if I can get
8 this one loose. I want to go ahead and ask you
9 about this.

10 A Uh-huh.

11 Q Kind of finish up some loose ends here.

12 A Yes, sir.

13 Q Okay. I want to show you a series of
14 documents -- like a spread sheet, and I'll give that
15 to you.

16 MR. DUNN: Thank you.

17 Q You recognize this document? It appears
18 to be some type of spreadsheet.

19 A Yes.

20 Q Okay. What is that?

21 A This is as far back as I could get from
22 South Carolina Electric and Gas. Well, as far back
23 as I needed to go back to 2008. Well, as far as
24 they could go back was 12-30 of 2008, just to show
25 that even though I -- after I moved out of the

1 office, that I kept the lights on providing her
2 tenants with water.

3 Q Okay.

4 A And this is as far back -- I did it a lot
5 longer than this, but this is as far back as South
6 Carolina Electric and Gas could pull it up. But I
7 paid the light bill for her tenants to have water.

8 Q Is that mainly for the water to run the
9 pump?

10 A That was the water for American Bio-Mass
11 to be able to have water to wash their hands or wash
12 their tanks out or whatever.

13 Q And it ran the pump that was on the 1.8
14 acres?

15 A Yes. My pump.

16 Q That you own?

17 A Yes.

18 MR. BENNETT: Okay. I'd like to mark that
19 as Plaintiffs' Exhibits 33.

20 (Plaintiffs' Deposition Exhibit No. 33 was
21 marked for identification.)

22 MR. BENNETT: Okay. We'd like to move to
23 introduce that into evidence.

24 MR. DUNN: No objection. Thank you.

25 MR. BENNETT: Okay. Is it all right if we

1 have him write SC&G bill on there?

2 THE COURT: That's fine.

3 MR. BENNETT: It just doesn't say it on
4 there, but that's what it is.

5 BY MR. BENNETT:

6 Q All right. And now, are you still paying
7 a bill on that?

8 A No, sir.

9 Q Okay. All right. Now, I want to ask you
10 a little bit about the property taxes.

11 A Uh-huh.

12 Q I'm just going to put that there.

13 A Uh-huh.

14 Q I'm going to go ahead and give you a copy
15 of that now. Do you recognize this sheet right
16 here?

17 A Yes. I do.

18 Q It's got property taxes?

19 A Yes. I do.

20 Q Could you basically tell the Court what
21 this shows?

22 A This is on a 9.5-acre tract and a
23 14.58-acre tract of land. Whenever we offered Ms.
24 Brooks the balance of the monies, we took it upon
25 ourselves to offer her the property taxes also that

1 Q Over time.

2 A Yes, sir.

3 Q Okay. And that's part of -- that's added
4 in to make up the 60,000?

5 A That is correct.

6 Q All right. And then Exhibit 17, do you
7 know anything about that? That looks like a note to
8 your Aunt Catherine from Jane dated 2-24 --

9 A Yeah. Satisfaction of mortgage.

10 Q Okay. On the 9.5?

11 A Yes, sir.

12 Q Okay. We already talked about that one.

13 A Uh-huh.

14 Q I think I can close this up now.

15 Now, you testified that you-all did -- you and
16 your dad did attempt to get Catherine to deed this
17 property back to you prior to his death?

18 A Yes.

19 Q And attempted to settle up with her on
20 that ledger?

21 A Yes.

22 Q Which showed that he showed 27,000 --

23 A Uh-huh.

24 Q -- what was it, 400 or --

25 A Yes. Somewhere in that neighborhood.

1 Q Let's see. I think it was 27,4 as of
2 July; is that right?

3 A Uh-huh. July 3rd of '08.

4 Q All right. Let's see, yes, 27,400.

5 A Uh-huh.

6 Q Which means he actually paid her like
7 \$32,600?

8 A That's correct.

9 Q Over several years.

10 A That's correct.

11 Q And did she -- to your knowledge, did
12 Catherine keep that money, the 32,000?

13 A I don't know what she did with it. I know
14 she got it.

15 Q Okay. Now, when you-all -- when you and
16 your dad got ready to try to get this property back
17 --

18 A Uh-huh.

19 Q -- did you-all come and talk to me about
20 it?

21 A Yes, sir. We did.

22 Q Did I help you in that process?

23 A Yes, sir. You did.

24 Q Okay. And I'm going to show you a couple
25 of documents.

1 A Uh-huh.

2 Q I think they're really kind of
3 self-explanatory.

4 A Uh-huh.

5 Q I want to show you a letter. It's
6 actually on my letterhead to Ms. Catherine Brooks
7 dated September 15, 2008.

8 A Yes, sir.

9 Q Do you recall that?

10 A Yes, sir.

11 MR. BENNETT: Okay. Let me go ahead and
12 get it marked Plaintiffs' Exhibit 40 if you don't
13 mind.

14 (Plaintiffs' Deposition Exhibit No. 40 was
15 marked for identification.)

16 MR. BENNETT: Let me go ahead -- Ms. Court
17 Reporter, if you could, go ahead and mark this as --
18 the letter on my letterhead dated September 26,
19 2008, if we can mark that as Plaintiffs' Exhibit 41.

20 (Plaintiffs' Deposition Exhibit No. 41 was
21 marked for identification.)

22 MR. BENNETT: And Madam Court Reporter, I
23 have another letter from me to Catherine Brooks
24 dated November 13, 2008. We'd like to go ahead and
25 mark as Plaintiffs' Exhibit 42.

1 (Plaintiffs' Deposition Exhibit No. 42 was
2 marked for identification.)

3 BY MR. BENNETT:

4 Q Okay. Roger, I'm going to ask you a few
5 questions --

6 A Uh-huh.

7 Q -- about each one of these exhibits.
8 First, we're going to start with Exhibit Number 40.

9 A Uh-huh.

10 Q Which is a letter from me to Catherine
11 Brooks on September 15, 2008, with some attachments
12 to it.

13 A Uh-huh.

14 Q Can you tell us -- just briefly summarize
15 what this -- what we're trying to do on your behalf
16 here?

17 A Yeah. We were trying to offer her to our
18 calculations what she was due, which came up to be
19 around \$2,900, which is our calculations. And I
20 don't even know if she responded to Eddie, but there
21 is no response -- or there might have been a phone
22 call to you saying, hell, no, or something like
23 that.

24 Q All right. And even though the ledger
25 that's been introduced as Exhibit 15 showed a

1 balance of 27,4, was there a reason why you-all
2 thought that the balance might be a little less than
3 that?

4 A Not really. Those are kind of like my
5 dad's figures at that time, the 28,093.87 that, you
6 know, she wanted to play hardball. I'll just pay
7 her what I think she's due according to my
8 calculations, not to what she's telling me she's
9 due.

10 Q Right.

11 A So daddy came up with this figure, what
12 have you.

13 Q Right.

14 A I do believe.

15 Q Right. And it does show --

16 A Because that was before my daddy died, and
17 that's whenever, you know, he was asking you to get
18 the land back for him.

19 Q All right. Does this letter refer to that
20 ledger that's got the -- that shows the 60,000 and
21 the payment from the balance of 27,4, et cetera?

22 A Yes, sir.

23 Q Okay.

24 A Yes, sir. It does. I see it right here.

25 Q Okay. And it's got the little agreement

1 that was done by him too?

2 A Yes.

3 Q That was Exhibit 18?

4 A Uh-huh.

5 Q Okay. And is there a proposed deed
6 attached to it?

7 A Yes. It is.

8 Q Okay. And your dad was still alive when
9 this was done?

10 A Yes. He was.

11 Q Okay. And this is because he wanted to
12 try to go and get her to deed the property back.

13 A Before he died. He wanted it done before
14 he died.

15 Q Okay. And did she ever sign a deed in
16 response to this letter?

17 A No, sir.

18 MR. BENNETT: Okay. We move to go ahead
19 and introduce this in evidence as Plaintiffs'
20 Exhibit 40.

21 MR. DUNN: No objection.

22 MR. BENNETT: Okay.

23 BY MR. BENNETT:

24 Q Roger, I want to show you Exhibit Number
25 41, which is a subsequent letter to Catherine Brooks

1 from me as your attorney --

2 A Uh-huh.

3 Q -- dated September 26, 2008.

4 A Uh-huh.

5 Q Exhibit 41.

6 A Yes.

7 Q Was that -- had your dad already died when
8 this letter was written?

9 A Yes, sir.

10 Q Okay. And can you just give me -- kind of
11 summarize what we were trying to do -- what we were
12 offering?

13 A I went ahead and took the balance that was
14 on the ledger showing what she was due of \$27,400,
15 plus any taxes that she might have paid on any of
16 the properties since she had owned it. Just went by
17 the ledger, added up some taxes that she paid,
18 trying to be just as fair as possible to get her
19 every dime of her money back, and there was still --
20 I think this response -- or either the response on
21 the one before this one she said that she -- she
22 didn't have anything to deed her kids or to leave
23 her kids is why she was trying to hang on to this
24 property.

25 Q Okay. And in response to this, and of

1 course, this letter refers to that same ledger that
2 she initialled the payments and showed a balance of
3 27,4?

4 A That's correct.

5 Q And you offered to pay her that plus to
6 reimburse for all the taxes?

7 A That's correct.

8 Q And to get the deed back. Did she ever
9 pay you -- did she ever sign the deed after this
10 with sent to her?

11 A No.

12 Q Okay. And this deed proposed to deed it
13 to who, Roger? Do you recall?

14 A I'm thinking the heirs or either the
15 estate, one of the two.

16 Q I think that one actually had you on it.

17 A Had me on it, okay. Yeah. Deeded to me.

18 Q Was that because you were the PR --

19 A That is correct.

20 Q -- of the estate?

21 A That is correct.

22 Q And which she never did sign this deed
23 after your request?

24 A No.

25 MR. BENNETT: Okay. We move to introduce

1 Plaintiffs' Exhibit 41 into evidence.

2 MR. DUNN: No objection.

3 BY MR. BENNETT:

4 Q Did she ever talk to you in regard to the
5 letters that were sent to her as Plaintiffs'
6 Exhibits 40 and 41?

7 A No, sir. I never talked to her from
8 January -- July the 3rd of 2008 until mediation of
9 this year.

10 Q All right. Do you know whether she ever
11 talked to your daddy about Plaintiffs' Exhibit 40
12 that was sent right prior to his death?

13 A Not that I know of.

14 Q Okay. And was he already in the hospital
15 on the 15th?

16 A No. He was at home. He was at home.

17 Q Okay. So he was out of the hospital?

18 A Yes, sir.

19 Q Okay. Now, I want to show you Plaintiffs'
20 Exhibit 42.

21 A Uh-huh.

22 Q That's a letter dated November 13th, 2008

23 --

24 A Uh-huh.

25 Q -- to your Aunt Catherine Brooks from me

1 as your attorney. Could you tell us kind of what --
2 summarize what you were offering here?

3 A Yes. The property is so important to me,
4 and I know the expense of legal fees were going to
5 be pretty good taking this to court. I went ahead
6 and offered her almost double what she was due of
7 \$50,000 to keep it out of the court system, to be
8 more than fair with her and just to be done with it
9 without having us having to be sitting here right
10 now.

11 Q Okay.

12 A And she wasn't hearing that either.

13 Q Okay. And did she ever sign the deed in
14 response --

15 A No, sir.

16 Q -- to this?

17 A No, sir.

18 Q And this one was actually -- you were
19 actually asking her to sign a contract on this one
20 and also a deed; is that correct? Excuse me.

21 A Yes. And that was to deed it back to I
22 think --

23 Q Yeah. I said it wrong. Actually, you
24 were wanting her to enter into a contract to sell it
25 to you and to your two --

1 A However you --

2 Q -- as the PR --

3 A Yeah.

4 Q -- of your dad's estate for \$50,000; is
5 that right?

6 A Yes, sir.

7 Q Okay. Did she ever sign that contract --

8 A No, sir.

9 Q -- to sell it to you as PR for your dad?

10 A No, sir.

11 Q Okay. Did she ever talk to you in regard
12 to this letter?

13 A No, sir.

14 MR. BENNETT: All right. We move to
15 introduce Plaintiffs' Exhibit 42 into evidence.

16 MR. DUNN: No objection.

17 MR. BENNETT: Okay.

18 BY MR. BENNETT:

19 Q All right. Have you ever had any
20 subsequent conversations to these letters with your
21 aunt to find out why she wouldn't deed the property
22 back to you since you-all were offering to pay --

23 A The only thing she said is she spent all
24 her money down here at -- down here, I say down here
25 at the home place. She spent all her money down

1 here, and she had nothing to leave for her kids.
2 And we more or less told her we're paying you back
3 what monies you said you're owed and can't you leave
4 that to them.

5 Q All right.

6 A And that was about the extent of it. She
7 said she did not have anything to leave her kids
8 when she died, and she was going to hang onto this
9 property to leave her children.

10 Q Okay. Now, do you -- do you believe that
11 by her failing and refusing to deed the property
12 back after you and your dad offered to pay her back
13 --

14 A Uh-huh.

15 Q -- what was owed on that agreement to pay
16 her back the 60,000 --

17 A Right.

18 Q -- and what the ledger showed the balance
19 of to be 27,4 --

20 A Uh-huh.

21 Q -- do you feel like her refusal to deed
22 the property or even to sign a contract to sell you
23 the property after offering it, do you feel like she
24 breached her agreement with your dad?

25 A You're damn right I do.

1 Q Okay. And do you believe that you had an
2 agreement --

3 THE COURT: Mr. Walker, this is the third
4 you've used four-letter words.

5 THE WITNESS: Yes, sir. I'm sorry.

6 THE COURT: I appreciate it if you
7 wouldn't do it again.

8 THE WITNESS: Yes, sir. Thank you.

9 THE COURT: Thanks.

10 THE WITNESS: Yes, sir. I do. I do
11 believe she breached her contract. Yes. I do.

12 BY MR. BENNETT:

13 Q Okay. And, indeed, if this Court were to
14 find that there was not a contract existing, an
15 actual expressed contract which we have alleged
16 between your daddy and her about the 60,000, you
17 know, paying her back, she release the property --

18 A Uh-huh.

19 Q -- do you believe that it -- this is --
20 the arrangement between your dad and Ms. Brooks at
21 least amounted to a trust of some type?

22 A Yes.

23 Q Okay. Are you a familiar with trust law?

24 A No, sir.

25 Q Okay. But you feel like that it was

1 either a contract for the 60,000 --

2 A Uh-huh.

3 Q -- based on -- I think you testified some
4 type of loan agreement security?

5 A Uh-huh.

6 Q And that you offered to pay it off so --

7 A My daddy trusted her enough with this land
8 to give it back once she was paid. That's what I
9 considered as trust.

10 Q Okay.

11 A That's my definition of trust.

12 Q Is there any doubt in your mind that your
13 dad always intended for this property to be deeded
14 back to him once he paid off Catherine the debt that
15 he owed her or have it -- or have it deeded back to
16 you and your brothers --

17 A Yes, sir.

18 Q -- as his heirs?

19 A Yes, sir.

20 Q Is there any doubt that his intent was for
21 that to happen? In other words, do you think your
22 dad intended for Catherine to have this property
23 after his death as her own property?

24 A No, sir.

25 Q Okay. Could you explain to the Court why?

1 Why do you believe that to be so?

2 A Just for the point in fact that we were
3 trying to handle this before he died, because he
4 wanted to -- he wanted this back to his kids or from
5 her wanted -- wanted her -- one, he wanted her to
6 have every dollar back that he owed her, nothing
7 less. And in return, he wanted his land back to
8 give to his children whenever he died.

9 Q Uh-huh.

10 A But don't get me wrong. He wanted her to
11 have every dime that she was due before he died.

12 Q Okay.

13 A He wanted to clear this up so I wouldn't
14 have to be going through what we're going through
15 now.

16 Q Okay.

17 A And that is what hurt him, you know -- you
18 know, I don't know if I can say what he said or not,
19 but he said this is -- that Catherine deceiving him
20 like this, the only other thing that hurt him more
21 than that was divorcing my momma.

22 Q Okay.

23 A That's how bad it hurt him, and I actually
24 think my daddy might have lived a little bit longer
25 if he didn't have this to worry about.

1 Q Okay. Now, when we did the letter, which
2 is Plaintiffs' Exhibit 40 dated September 15 --

3 A Uh-huh.

4 Q -- did your dad ask you to bring him to my
5 office to take -- to try to take care of this before
6 he died?

7 A Did he ask me to bring him in? Oh, yes,
8 sir.

9 Q Okay. And did he actually come to my
10 office with you to --

11 A Yes.

12 Q -- discuss trying to get the property back
13 --

14 A Yes, sir.

15 Q -- from Catherine --

16 A Yes, sir.

17 Q -- before he died?

18 A Yes, sir.

19 Q Okay. Was that important for him to --
20 did he express that it was important to try to
21 accomplish this before he died?

22 A Yes.

23 Q And did your dad know he was dying?

24 A Yes.

25 Q Okay.

1 A Yes, sir.

2 Q He knew that?

3 A Yes, sir.

4 Q Okay. And at the time that these offers
5 were made, I think the first offer in Plaintiffs'
6 Exhibit 30 was like 28, \$2,900?

7 A Yes, sir.

8 Q The second was like 28,000, and then the
9 last -- the third one, which was Exhibit 42, was 50.

10 A Uh-huh.

11 Q Were you financially capable of paying
12 that money to her if she was willing to sign either
13 the deeds or the contracts to --

14 A The money was readily available.

15 Q Okay. And could you tell us was there any
16 family member that was going to help you finance
17 this purchase from --

18 A I had several to offer me whatever I
19 needed --

20 Q All right.

21 A -- to let them know.

22 Q Could you tell us which family members
23 agreed to help you with financing the --

24 A Paul Walker told me that he would give me
25 the money. My uncle Roy told me that he would give

1 me the money. Randy Walker told me he would give me
2 the money if I needed it.

3 Q Okay. So you had funds available if she
4 agreed to --

5 A Yes, sir.

6 Q -- deed the property back?

7 A Yes, sir.

8 MR. BENNETT: Okay. All right. I think
9 that's really -- that's all I have at this time,
10 Judge.

11 THE COURT: I'm assuming that's going to
12 be a lengthy cross-examination. Plus, I have some
13 questions also. So this I think would be an
14 appropriate time to break for lunch.

15 (There was a pause in the proceeding.)

16 CROSS-EXAMINATION

17 BY MR. DUNN:

18 Q Mr. Walker, I believe where we left off,
19 Mr. Bennett finished questioning, and now I'm going
20 to do the cross-examination.

21 A Yes, sir.

22 Q We'll go over some of the things that we
23 had talked about. As an initial matter, if we
24 could, Mr. Walker, on Plaintiffs' Exhibit 5, the map
25 of the property we have been looking at.

1 BY THE COURT:

2 Q Just for out of curiosity, what is the
3 connection between the Walkers and the Stokes?

4 A Roy, I just went to -- I like automobiles,
5 and when I quit working for my dad, I decided to go
6 in the automobile business and did well and moved up
7 the ladder a little quick with them.

8 Q I watched Roy pick up the phone and called
9 Ed and said --

10 A Oh, yes, sir.

11 Q -- Ed, Roy, I need \$2,000,000 this
12 afternoon, and next you know, \$2,000,000 got moved
13 from Charleston --

14 A Yes, sir.

15 Q At the time -- I'm not sure which exhibit
16 number this is. This is a letter of February 26 of
17 '03 about evicting your dad.

18 A Uh-huh.

19 Q Defendant's Exhibit Number 3. At the time
20 you sent that, you sent that not to your father, to
21 your aunt; is that right?

22 A Yes.

23 Q Was she already fairly deep in handling
24 his affairs and looking after him at that point?

25 A In '03?

1 Q Yeah. What --

2 A Yes, sir. Pretty much.

3 Q Okay.

4 A Well, she sent -- I'm sorry. I didn't
5 meant to interrupt you.

6 Q That's okay. At what point -- I'm saying
7 she was in charge of his Social Security money, but
8 when he started receiving that?

9 A Uh-huh. Was she in charge of his Social
10 Security money? Yes, sir.

11 Q Do you know about when he started
12 receiving that or she started receiving that for
13 him?

14 A Late '90s.

15 Q Okay.

16 A Late '90s. That's all I know.

17 Q All right. But for -- I'm just trying to
18 see why you directed that to her rather than him,
19 and I understand you're telling me at that time, she
20 was deeply involved in looking after him.

21 A To --

22 Q And it would probably make a lot of sense
23 not to get a fight going today --

24 A Well, I was -- it was -- my eviction
25 notice came from her. So I think the natural

1 response was for me to send one right back.

2 Q I'm with you. I'm trying to see the
3 relationship between your aunt and her brother --

4 A Yes, sir.

5 Q -- during this period of time.

6 A Yes, sir.

7 THE COURT: I have nothing further.

8 MR. BENNETT: That was the questions you
9 wanted to ask him?

10 THE COURT: Yeah.

11 RE-EXAMINATION

12 BY MR. BENNETT:

13 Q I have got a couple of things. Now, in
14 reference to the checks that were coming from Wood
15 Brothers Construction --

16 A Uh-huh.

17 Q -- Lowcountry Concrete, Colleton Sand
18 Plant that you testified about, Roger, that were
19 made -- the checks were actually issued made payable
20 to Catherine Brooks, but the ones that were being
21 either in -- either you said or your daddy, Kenneth,
22 or Will were endorsing Catherine's name to them and
23 taking them to the bank, right?

24 A Yes, sir.

25 Q Did the bank know that you-all were

1 signing her name to it, the bank? Did they -- did
2 you-all do it like right in front of them?

3 A I doubt it very seriously, no. I wouldn't
4 sign her name in front of them, no.

5 Q Okay. So you would -- either -- if your
6 dad signed Catherine's names to any of those checks
7 or if you signed your name to any of -- excuse me.
8 If your dad signed Catherine's name to any of those
9 checks --

10 A Uh-huh.

11 Q -- which you testified that he did
12 sometimes --

13 A Uh-huh.

14 Q -- or if you signed Catherine Brooks' name
15 to any of those checks, which you said you did --

16 A Uh-huh.

17 Q -- or if Will, it would be done before you
18 got to the bank?

19 A Yes, sir.

20 Q Okay. And then most of the time, you
21 would also sign your name to the check; is that
22 right?

23 A Yes, sir.

24 Q Underneath it?

25 A Yes, sir.

1 Q Or you daddy would or Will?

2 A Yes, sir.

3 Q Okay. So in other words, would they have
4 any reason to question those checks?

5 A Not to my recollection, not that I know
6 of.

7 Q Okay. And the agreement you-all had about
8 those checks was between you and your dad and in the
9 case of Wood Brothers, which Richard he was aware
10 of, and Catherine, you-all discussed that ahead of
11 time, didn't you?

12 A Uh-huh.

13 Q You didn't just go out and start --

14 A No, sir.

15 Q -- just signing her name to checks?

16 A No, sir.

17 Q Okay.

18 A Like I said, that went on for long and so
19 many years, it got to a point where it was normal
20 operating procedure, business, however you want to
21 call it.

22 Q And also, did you-all have an
23 understanding with Larry Herndon about that?

24 A I don't think so, no.

25 Q Between you and Larry and Ms. Catherine?

1 A I don't think so.

2 Q Okay.

3 A I don't think it was ever brought up. I
4 don't think we ever had a discussion about it.

5 Q Okay. But now, you did say that a lot of
6 times Larry would give either you or your dad the
7 checks that had Catherine's name on it, right?

8 A Uh-huh. Most of the time, he would drop
9 it off at the office, or if my dad was out and about
10 and around on the property, he would see my dad. He
11 would hand it to him or on a truck coming in to get
12 sand would bring his check.

13 Q I'm unsure if we clarified this, but I
14 think you said that was handled on a check-by-check
15 basis, the ones that were coming from Lowcountry
16 Concrete and Colleton Sand Plant from Larry Herndon,
17 right?

18 A I don't know what you mean on a
19 check-by-check basis.

20 Q Like the one like -- remember when you
21 testified that sometimes she signed them and
22 endorsed them --

23 A Uh-huh.

24 Q -- and got the money, and then sometimes
25 you signed them and got it for your daddy?

1 A Yes, sir.

2 Q And then sometimes your daddy signed her
3 name and got the money?

4 A Yes, sir.

5 Q And that you testified --

6 A It was --

7 Q Would you-all -- you-all would talk to her
8 about that; is that right?

9 A Yes, sir.

10 Q Because I believe you testified sometimes
11 you would deposit money in her account?

12 A Yes, sir. I did.

13 Q All right. So I guess what I'm asking,
14 before you signed those Larry Herndon checks, before
15 you signed her name to it or your daddy did, you-all
16 would ask her about it?

17 A Yes.

18 Q Is that right?

19 A Yes.

20 Q Okay. Now, the --

21 A Because I didn't have her -- I didn't keep
22 her checking account number handy. So when I
23 deposited the money, I had to call her each time I
24 deposited money to get her checking account number.

25 Q All right. Now, let me ask you about

1 this. I just want to clarify this, because I think
2 this is kind of important.

3 A Uh-huh.

4 Q On Exhibit Number 18, that's the
5 handwritten memorandum that Catherine Brooks wrote
6 in her own handwriting --

7 A Uh-huh.

8 Q -- stating -- it was dated July 16th.

9 A Uh-huh.

10 Q And it states that about Kenneth would
11 like for all the money from Larry to be paid to
12 Catherine Brooks until she is paid \$60,000.

13 A Uh-huh.

14 Q At that time, she is -- and she, meaning
15 Catherine Brooks, is to release Kenneth Walker all
16 the property off Cooks Hill Road at Walterboro,
17 South Carolina.

18 A Uh-huh.

19 Q When you say all the property off Cooks
20 Hill Road, what are you talking about?

21 A I would assume the land that my father
22 deeded her.

23 Q That would be all of it?

24 A The land that my daddy deeded her, yes.

25 Q So all that property is off Cooks Hill

1 Road?

2 A That's correct.

3 Q Okay. That's what I'm asking. And it
4 says, any money Kenneth pays Catherine Brooks would
5 be toward the \$60,000. Now, when he says, I,
6 Kenneth, would like for all the money from Larry
7 Herndon --

8 A Uh-huh.

9 Q Okay. Now, is he talking about the --
10 there was two separate leases on this.

11 A Yes, sir.

12 Q One between you --

13 A Uh-huh.

14 Q -- and Lowcountry Sand and Gravel --

15 A Uh-huh.

16 Q -- and Larry Herndon.

17 A Uh-huh.

18 Q Now, all of that money went to you; is
19 that right?

20 A Yes. On that agreement, yes.

21 Q Either you or your company?

22 A That's correct.

23 Q Did any of that money go to Catherine
24 Brooks or Kenneth Walker?

25 A No.

1 Q On that -- it did not?

2 A No.

3 Q Okay. And now, so the money he's talking
4 about is the lease that was -- that has Catherine
5 Brooks' name on it.

6 A Uh-huh.

7 MR. DUNN: I want to object at this point,
8 Your Honor. I know we're allowing all of this to
9 go, but I just want to point out that we're trying
10 to talk about a third-party's intent.

11 THE COURT: He's asking about his
12 interpretation of that document. That could just be
13 my interpretation that counts. I'm going to let him
14 put it in the record, but I understand your
15 objection.

16 MR. DUNN: Yes, sir.

17 BY MR. BENNETT:

18 Q But anyhow, the -- I think -- hold on one
19 second. Let me see if I can find that lease. Here
20 it is. Okay. Yeah. Your lease between you and
21 Lowcountry Sand and Gravel and Larry Herndon was
22 Exhibit 29. All right. So the money he's talking
23 about coming from Larry Herndon, you're not talking
24 about the lease in Exhibit 29 then, right, not that?

25 A Uh-huh.

1 Q Because those went to you or your company?

2 A Uh-huh.

3 Q All right. Now, the one that's

4 Plaintiffs' Exhibit 30 --

5 A Uh-huh.

6 Q -- that's got Catherine Brooks' name on it

7 --

8 A Uh-huh.

9 Q -- and which involved property that your
10 dad deeded --

11 A Uh-huh.

12 Q -- to Catherine is the payments from this
13 contract. Is that what it's talking about there?

14 A Yes.

15 Q Okay. And is that money that -- was that
16 money that Kenneth continued to given even though it
17 had been deeded to Catherine? Did he continue --

18 A Pretty much, yes.

19 Q He got -- he did --

20 A She would even come from Columbia and cash
21 the checks and go back to my father and ask him what
22 do you want to do with this. It was his money.

23 Q So the income was still going to him?

24 A Yes.

25 Q It was considered his income even though

1 it was in her name?

2 A Yes, sir.

3 Q Okay. And -- but every check that came
4 out, there would kind of be a discussion about it?

5 A Yes, sir. I've sat there many a day and
6 there would be \$1,500 there.

7 Q Right.

8 A Cat, how much you need? \$500 get you by?
9 Sure, Kenneth, that's fine. Then he'd get the book
10 out, do the \$500, she'd initial it.

11 Q On the ledger?

12 A Yeah. Then go on about their business.

13 Q Okay. So now, on this ledger here, which
14 is Exhibit 15 --

15 A Uh-huh.

16 Q -- how much of that money would you think
17 or do you have any idea did most of that money --
18 well, some of that money came from Larry Herndon,
19 didn't you say?

20 A Some of it came from the rental of the
21 building. Some of it came from Richard Woods. Some
22 of it came from Larry Herndon.

23 Q Yeah. But he was basically -- Kenneth was
24 still getting the benefit of all of the rental
25 income from the property?

1 A The rental income, the dirt and the sand.

2 Q All right. And is that why you testified
3 it looked like it might have even been like a trust
4 between them two, like a trust agreement?

5 A Exactly.

6 Q Okay. Because most people, Roger, would
7 you say, if they actually owned the property and
8 they feel like they own it outright, somebody else
9 is not going to get the income from the property.

10 A I'd be reaping the benefits if I felt like
11 I owns it -- owned it. I can tell you how I feel.

12 Q Okay. Now, the attorneys that did these
13 deeds, do you know if they were hired by Catherine
14 or by your dad or paid by Catherine or your dad?

15 A I think my Aunt Catherine testified in
16 Columbia that she paid them.

17 Q Okay.

18 A So she probably hired them.

19 Q So she hired the attorneys?

20 A I would assume so.

21 Q All right. You think that might possibly
22 be why the deeds were done like they were?

23 A I wouldn't doubt it, sir.

24 Q Okay. And you weren't -- she didn't
25 consult with you at this time about having these

1 ledgers and paying her back and then trying to get
2 the property back before he died?

3 A I think he wanted to have something to
4 hold her feet to the fire if she decided not to deed
5 the property back.

6 Q Okay. So --

7 A This might have been as close as he could
8 get to, you know, make him feel comfortable. I
9 don't know. That's my opinion.

10 Q All right. Do you think at any point he
11 started not trusting her as much?

12 A Towards the end. Yes, sir.

13 Q Okay. Now, do you know how Catherine
14 arrived -- the \$60,000 figure is not your dad's
15 figure, was it?

16 A No.

17 Q Do you know how the \$60,000 figure was
18 arrived at?

19 A My father told her to write a figure down.
20 He didn't care where she got it from, but that's
21 where he would start paying her back.

22 Q Okay.

23 A That's how much he trusted her.

24 Q All right. Did you ever see a document
25 where there were figures that were written down

1 about how they came up with 60,000?

2 A Yes, sir.

3 Q Okay. Was that in your dad's possession
4 when he died?

5 A No, sir.

6 Q All right. So you saw it through the
7 discovery process?

8 A Yes, sir.

9 Q Okay. I'm going to show this document to
10 you, and have you ever seen that before?

11 A Yes, sir.

12 Q Do you know who prepared that?

13 A I would assume this was my aunt's
14 handwriting.

15 Q Does it look like her handwriting?

16 A Yes, sir. It does.

17 Q You're familiar with her handwriting?

18 A Yes, sir.

19 Q All right. Now, what all -- I mean when
20 you -- did somebody add all of that up?

21 A Yes, sir.

22 Q Okay. It's on a tape?

23 A Yes, sir.

24 Q Okay. Can you give me some examples of
25 some of the bigger things that are on there?

1 A She's got down here Jane Balla, \$17,000
2 where the --

3 Q Do you know what that's about?

4 A That's on the 9.5 acres that she paid Jane
5 back. I don't know if that's a correct figure,
6 because Jane's got 11 something, and Catherine's got
7 17.

8 Q Would that be interest or something?

9 A I'm not sure.

10 Q Okay.

11 A Then I also see down here whenever the
12 deeds were prepared that she's got that daddy owes
13 her for preparing the deed -- well, I would assume
14 it was from Auburn Bridge and Ben Sapp, because it's
15 got the same dates as the deeds do.

16 Q Okay.

17 A So she's got this on the list that daddy
18 owes her for.

19 Q Right. And there's a figure for 25.

20 A I see it on \$5,000, motor transmission,
21 \$2,000, Bobby Buck & Frame, \$2,100 Harry McMillan.

22 Q Do you recognize, is this stuff that she
23 paid for your dad?

24 A Yes, sir. I'm assuming so. Light bill,
25 spring of '94 through June of '97, \$1,800 that he

1 owes her in the 60,000.

2 Q Okay.

3 A Telephone bill, same time approximately.

4 Q Okay. Now, when the -- what does the tape
5 show that all of that totals up to?

6 A 52,798.67.

7 Q Okay. Now, your aunt -- or it looks like
8 somebody -- there's a handwritten figure of 52,181
9 at the top of that document, isn't it?

10 A Yes, sir.

11 Q Do you know does that look like your
12 aunt's handwriting or do --

13 A It looks like it, but I can't say.

14 Q So it just varies a little bit?

15 A Yeah. 5, \$600 is what the difference is.

16 Q All right.

17 A Could have missed one figure or something.

18 Q Now, there's actually a figure on the
19 second page.

20 A On the second page, yes, sir, of 617.67.

21 Q All right. Is it -- did you ever talk to
22 your dad about this document, or you-all never
23 discussed it?

24 A Well, not about this document, no.

25 Q Okay. Is it your belief that this

1 document was done by Catherine in trying to figure
2 out in 2003, I'm talking about Plaintiffs' Exhibit
3 15 --

4 A Uh-huh.

5 Q -- how much money she's basically advanced
6 or paid for Kenneth or helped him --

7 A Uh-huh.

8 Q -- in order to come up with where she came
9 up with the figure of 60,000?

10 A Yes, sir. I do believe it is.

11 Q Okay. And does it appear -- do you know
12 whether your daddy said, well, you can add some
13 interest on there too, whatever you paid on --

14 A I never heard that. All I said is you put
15 her number down, and that's where I'll start paying
16 you from.

17 Q Okay. And let me ask you this, have you
18 ever run -- have you ever taken 52,000 and run some
19 interest on it to see kind of if you -- if you took
20 the difference between 60,000, 52,000, what the
21 interest rate would be?

22 A In your office this morning.

23 Q Okay. Do you recall what your calculation
24 was?

25 A I think it came out somewhere to be around

1 13 percent.

2 Q Okay.

3 A That was based on a five-year payback I do
4 believe. That's just giving you a rough figure.

5 Q So if you add the 13 percent interest to
6 52,000, roughly come out to 60,000, somewhere in
7 that --

8 A Yes, sir. That's correct.

9 Q Okay. Now, Roger, I don't know if I asked
10 you this before, but I think it's relevant in follow
11 up to what Mr. Dunn was asking you --

12 A Uh-huh.

13 Q -- and what we're talking about intent and
14 all. And you own property out in this area.
15 This -- I think it's -- I can't remember exact, was
16 it 40 acres? I think it was 40-some odd acres.

17 A Give or take.

18 Q That total that deeded --

19 A Uh-huh.

20 Q -- by Kenneth to Catherine.

21 A Uh-huh.

22 Q Do you, yourself, have any idea based on
23 any appraisals or based on buying and selling land

24 --

25 A Uh-huh.

1 thinks there was. There has some difference in the
2 amount of equity there is in property as there is in
3 mortgaged as opposed to being free and clear.

4 MR. BENNETT: At the time conveyed?

5 THE COURT: The time conveyed.

6 MR. BENNETT: All right. And then we'll
7 check the ones for 2002 that was conveyed then too.

8 THE COURT: That's already -- there's a
9 tax notice that's already in there for the property
10 that was conveyed later.

11 MR. BENNETT: All right.

12 THE COURT: I can tell you right now what
13 it is. That property was assessed by Colleton
14 County for \$85,000 the year it was conveyed.

15 MR. BENNETT: All right. That was for the
16 15 whatever.

17 THE COURT: Yeah. And then I want you,
18 when you get that, if you would send it to the court
19 reporter, send it to Mr. Dunn, send it to me so we
20 all have it about the same time.

21 Now, you gentlemen have worked very hard.
22 You've obviously done a lot of research and a lot of
23 preparation. If you want to make a closing
24 argument, you can. I have never seen and rarely
25 been impressed by one, but I'm happy to be the first

1 Kenneth Walker?

2 A Kenneth was my baby brother.

3 Q When you say baby brother, what was the
4 age difference?

5 A I was eight or nine -- I was about nine
6 years older than Kenneth.

7 Q Okay. And tell me about your relationship
8 with Kenneth when the both of you were young, when
9 you were both children.

10 A Kenneth had a speech problem, and he was
11 the baby and they all picked on him. And I always
12 stood up for him. He slept with me when he was
13 little, and he was like my baby.

14 Q And did you and Kenneth remain close
15 throughout your life?

16 A Well, there was a while that we didn't see
17 each other. I moved off, and I was kind of a bad
18 girl. I married three different times. But anyway,
19 we didn't see other a lot then, but when Kenneth got
20 down and out, I retired. And I believe it was the
21 last day of January, '93, and I come down to see
22 about Kenneth, and he was in such bad shape
23 financially. I started coming every week. He
24 didn't have lights, and he didn't have a telephone.
25 And he was laying there on a couch covered up with

1 an old quilt, and it was cold. And he didn't have
2 any fire in the fireplace.

3 And I had brought him a Christmas gift and the
4 dogs a Christmas gift. And when I went to leave, he
5 said, Cat, you brought the dogs more than you did
6 me. I said, what do you mean? He said, you brought
7 the dog something to eat. You didn't bring me
8 something to eat. I carried him something to make
9 him smell good.

10 And I went back home and thought about that,
11 and I cried about it. And I said, you know, Kenneth
12 had no lights and he had no telephone, and he didn't
13 have any food. He had a pot setting in his -- a
14 little pot about this big around sitting down over
15 the right side of the chimney. And I said, Kenneth,
16 I said, what are you doing with that pot in the
17 chimney? He said, when I can get anything to eat, I
18 have to fix it in that pot.

19 And I went back, and I told Carroll. I said,
20 Carroll, I said, you know Kenneth is in bad shape.
21 And I said, I can't go to sleep at night like that.
22 So I got his lights cut on. I got his telephone cut
23 on, and I had to have a block put on the telephone
24 to keep him from calling any long distance calls. I
25 would call him. And I brought my car full of food.

1 I bought him food every week from then until -- he
2 started drawing his check in July, July 15th in 1997
3 was when he drew his first check.

4 Q When you say check, what are you referring
5 to?

6 A The SSI. I put in for -- I told him. I
7 said, Kenneth, let's put in for your disability or
8 for something. I said, you got to have some help.
9 And so we put in for it, and it kept turning him
10 down, and they turned him down several times. And I
11 appealed it, and I finally got a thing -- an
12 appointment with the judge in Charleston.

13 So I come from Columbia to Walterboro, picked
14 him up and carried him to Charleston and then
15 brought him back. And I would come from Columbia
16 and pick him up, carry him to the doctor in
17 Charleston, and I brought him back. And I got him
18 to a doctor in Walterboro one time, and the doctor
19 was ugly. Because Kenneth owed him some money and
20 hadn't paid him, and I didn't carry him back there
21 anymore.

22 And I said it gave me a bad taste about the
23 doctor the way he talked to Kenneth, and I bought
24 Kenneth at least \$100 worth of groceries every week
25 from then until July of 1997. We finally got it

1 through -- I asked the judge to do anything he could
2 do. I would appreciate it. So the judge told me.
3 He said he thought he would put him on SSI, because
4 that would be the best thing to do.

5 Well, then in '08, they -- he started off, I
6 think it was \$200 or some a month he was getting.
7 He had some horses. The horses were starving, and
8 Roy Walker finally bought the horses I think for
9 \$300. It was two or three horses that they were out
10 in the field and nothing to eat and nobody would
11 help Kenneth. Even to momma wouldn't let Kenneth
12 have money unless I stood good for it, and nobody in
13 the family would help him.

14 They can lie and say that they did help him,
15 but they did not help him, and I can prove it. I --
16 and here's my -- here is a thing from the bank where
17 I had fixed that he could go to the Wachovia where I
18 did my banking, and he could get money from there by
19 just going there and telling them, that they would
20 call me. And the fellow's name was Ardie that --
21 the cashier that would let him have the money, and
22 here's the checks where some of the other members
23 would let him have a little bit of money once in a
24 while.

25 And then I would pay them back. They would

1 call me and say, Kenneth wanted \$25 or \$50, and I'm
2 just not going to let him have it. And I said, go
3 ahead and let him have it. My sister did that, my
4 mom did that, and they talked about Kenneth like he
5 was a dog. And nobody wanted nothing to do with
6 him, and he wore old short, cut-off pants. He was
7 pitiful. He was extremely pitiful, and I took
8 everything in this world that I had, and I spent it
9 on Kenneth.

10 I took my children's inheritance, and I spent
11 it on Kenneth, and Kenneth gave me this property.
12 And he told me, he said, Catherine, he said, when I
13 die -- if I die first --

14 MR. BENNETT: Hold on.

15 THE COURT: You have an objection? What
16 is it?

17 MR. BENNETT: Yeah. I would object to
18 what he told I mean under the Dead Man's Statute
19 that what he --

20 THE WITNESS: I think you should know what
21 Kenneth said.

22 THE COURT: Hang on, ma'am. I've got to
23 listen to the objection first. Now, I really want
24 to hear what she has to say. I'm going to let her
25 answer the question. I've got your objection noted.

1 on the thing here. And it was also on the check
2 withdrawals is where my bank account number they
3 got.

4 Q Now, this period from '93 until shortly
5 before Kenneth's death in 2008, was your
6 relationship with Kenneth always harmonious?

7 A Kenneth and I loved each other almost
8 beyond all things. He'd always tell me, Catherine,
9 if I had a wife, I'd want her to be just like you.
10 And I said, boy, you would have something if you had
11 something like me. And he -- yes. We loved each
12 other dearly, and he told me -- he said, I'm going
13 to give you this land, he said, because you have
14 done more for me than anybody has ever done for me
15 in my life, and he said, don't you let anybody beat
16 you out of it or fool you out of it when I'm gone.

17 I was the one that told Kenneth that he was
18 going to die, and we sat down on the bed and cried
19 together. And when he had nothing, he had three
20 sons, but they didn't look out for him. And he
21 was -- he called me many times, and he would say,
22 Catherine, I don't have bread and I don't have milk,
23 and I can't get it. And I said, Kenneth, I know.
24 I'll get you some bread and milk, and I had a way of
25 getting him bread -- getting somebody to get him

1 bread and milk, because I knew something on him and
2 I would have told him -- I finally did tell him.

3 If they hadn't got him the bread and milk, I
4 would have told him right then, and when I did tell
5 him -- finally did tell him what I had hanging over
6 their head, he threw a fit.

7 Q Ms. Brooks, let me show you -- this is
8 Plaintiffs' Exhibit Number 43. And if you would
9 take a minute and just look through that.

10 A I can tell you before I even look at it.
11 You don't have to show it to me.

12 Q Okay. And what is that?

13 A Okay. The dredge was not running, and he
14 was trying to get --

15 Q I don't mean to cut you off, but if you
16 could just tell me --

17 A Okay.

18 Q -- is this -- did you prepare this or is
19 this --

20 A I prepared this, and this is money that I
21 spent to try to help to get the dredge going back.
22 There was a lot of stuff that was going on out there
23 that I would say was not clean.

24 Q Okay. Now, let me ask you this. The top
25 of the page, you mentioned something about the

1 dredge. I think does it say money for dredge?

2 A Money for the dredge. Yes, sir.

3 Q All right. Now, why were you spending
4 money on a dredge?

5 A Because he didn't have anything, and we
6 knew -- see, he was driving his truck, and they took
7 his last truck because he was driving without
8 insurance and without license. And they took his
9 truck, and he had no way then. We bought him an old
10 car, and he hauled wood to heat his chimney.

11 When -- he would take the wood in the old car
12 and carry it in the back of it to have heat, and we
13 were trying to get the dredge to go back. Because
14 he told me. He said, Cat, he said, if you can help
15 me to get the dredge going and I can get going
16 again, he said, you and I will be set for life.

17 And he told me the biggest mistake he ever made
18 was when he put that land in Roger's name. He said,
19 I wish I had put it all in your name. But when
20 Kenneth found out he was going to die, I was sick,
21 and I didn't come down here as much in '08.

22 Q Well, let me back up just a minute, Ms.
23 Brooks. The dredge that you're talking about here
24 on Plaintiffs' Exhibit 43, whose dredge was that?

25 A That was Kenneth's dredge, and he called

1 the bank and I got \$28,000 from right there on
2 the -- it's the Bells Highway, you know where
3 Wachovia is kind of on the forks of the road on the
4 Bells Highway behind McDonalds? I went there, and I
5 got \$28,000 in cash.

6 And I went early in the morning and got it, and
7 I come to pay Roy \$23,000. I was going to give Roy
8 a total of 28,000, and I couldn't find Roy. So I
9 gave Jane \$5,000 off it, and I come back. I got
10 scared with the money, because somebody told me --
11 this is the very words they told me. Be -- if you
12 wasn't so and so, you'd never leave here alive
13 today, and I was told that by two different people.
14 And so I got somebody to come with me. I come by
15 myself with the 28,000.

16 So then the next day, I come back, and I paid
17 Roy \$23,000 cash, and you got the receipts for
18 what -- you got the two receipts that Roy gave me.
19 I paid him \$23,000 cash.

20 Q We'll talk about Roy in a minute, but I
21 guess my question here is, if you look at the 11,600
22 that's mentioned in Plaintiffs' Exhibit 16, the
23 5,000 that's in Defendant's Exhibit Number 1, is
24 that what you put together to get that 17,000 on
25 Plaintiffs' 43?

1 A Yes, sir.

2 Q Okay. All right.

3 A Yes, sir. I paid her -- the \$11,600, I
4 paid her that at \$200 a month, and then I paid the
5 5,000 in cash.

6 Q But now, was any of the money money that
7 you owed directly to Jane or was that on Kenneth's
8 behalf?

9 A That was on Kenneth's behalf for the
10 nine-and-a-half-acres out by -- between Cooks Hill
11 Road and the Green Pond Highway, the
12 nine-and-a-half-acres.

13 MR. DUNN: Okay. If I could, if I could
14 get this marked as Defendant's 4.

15 (Defendant's Deposition Exhibit No. 4 was
16 marked for identification.)

17 BY MR. DUNN:

18 Q Okay. Ms. Brooks, if I could get you to
19 take a look for a second at what we marked as
20 Plaintiffs' Exhibit Number 4 -- or excuse me,
21 Defendant's Exhibit Number 4. If you could just
22 take a minute to look over that.

23 A Okay.

24 Q Just tell me when you have had a chance to
25 look it over.

1 A I believe this was the first one. I'm not
2 sure. I think this is the first land that Kenneth
3 gave me, and he used to ride that every time I would
4 go down there. Excuse me, but can I show you how he
5 would do?

6 Q You can indicate.

7 A Okay. Kenneth would get me in the
8 vehicle, and he would take me back. And I was
9 scared to ride with him, but he would take me back
10 where the property was. And he would say, you see
11 that line right there, and put his hand across
12 nearby on the tip of my nose. He'd say, you -- and
13 he would curse. He'd say, you see that line?
14 You're going to need that. You better pay attention
15 to me to what I'm saying, and he would show me where
16 the property lines was.

17 Q Right. But getting back to this,
18 Defendant's Exhibit Number 4. Now, this looks to be
19 a mortgage that you gave to Roy Walker, and it
20 mentions a sum of \$20,000; is that correct?

21 A That's for the 3,000 that I gave him back.

22 Q Okay. And if you flip over to page 4, and
23 I guess -- when did you give this mortgage to Roy?

24 A Jane was going to foreclose.

25 Q Listen to my question. When did you give

1 this mortgage to Roy?

2 A It was one morning about -- I had to be at
3 8:30. I'm not sure what the date was, but I had to
4 be at Auburn Bridge's office at 8:30 in the morning,
5 and it was raining. And I had to come from Columbia
6 by myself, and they had the papers fixed up, and I
7 gave Roy the mortgage then. And Roy kept the
8 mortgage on it until I got Jane paid off, because we
9 was scared she was going to foreclose on it.

10 Q Okay. And that's getting to my next
11 question in terms of why exactly did this mortgage
12 --

13 A We thought Jane was going to foreclose on
14 it. I got wind through somebody that she was
15 planning on foreclosing on it if she couldn't get
16 the money, and I told -- I said, Roy, if I lose that
17 land, I don't know what in the world I'll do. And I
18 said, would you put a mortgage on it, and he said, I
19 will. He said, you be to Auburn Bridge's office at
20 8:30 in the morning, and the papers will be all
21 ready. So I was there at 8:30.

22 Q Now, we talked a good bit, and there's
23 been a good bit of testimony about this mortgage
24 that Kenneth gave to Patsy, Patsy signed to Jane and
25 then you ended up paying off for \$11,600. Is that

1 the mortgage that you're referring to that that you
2 were afraid that she was going to foreclose on or
3 was there another mortgage?

4 A Here is the exact words. I got word that
5 Jane was going to foreclose on the
6 nine-and-a-half-acres, and I said, Roy, will you
7 please put a mortgage on everything I got from
8 Kenneth until I pay Jane off? And he said, yes. I
9 will.

10 Q But my question is, Jane was -- you were
11 afraid Jane was going to foreclose --

12 A We were scared of Jane.

13 Q Was it that -- are you talking about the
14 mortgage that Kenneth had given to Patsy --

15 A Right.

16 Q -- that Patsy then conveyed to Jane?

17 A Yes.

18 Q You were afraid that she was going to --
19 Jane was going to foreclose on that mortgage?

20 A Yes, sir.

21 Q Okay.

22 A Yes, sir.

23 Q And so that was the motivation behind this
24 mortgage between yourself and Roy?

25 A Yes, sir.

1 Q Okay.

2 A And I gave you the receipts. Do you have
3 the receipts that Roy gave me where I paid him off
4 in the \$23,000 cash?

5 Q Well, I believe, if you look at it, this
6 mortgage seems to indicate to satisfy the record,
7 right?

8 A Yeah. But he also gave me a receipt on a
9 little business card, and it was taped up -- it was
10 stapled right here.

11 Q Right. We've got that. We got that, but
12 the bottom line is the \$23,000 that you were
13 referring to a moment ago that you paid to Roy, that
14 was to pay off this mortgage; is that correct?

15 A Yes, sir.

16 Q Okay.

17 A See, Roy would let Kenneth have money too,
18 but Roy would call me before he would let Kenneth
19 have it. And he'd say, Kenneth wants so and so, and
20 I'd say, go ahead and let him have it.

21 Q Now, Ms. Brooks, I believe you mentioned
22 this, but this mortgage here that we marked
23 Defendant's Number 4 that you gave to Roy, what of
24 the property did this mortgage cover?

25 A It covered all that I got from Kenneth

1 that I believe it was 42 or 43 acres. I'm not even
2 sure how much it is.

3 Q But all that property that you got from
4 Kenneth?

5 A Until we got rid of Jane, because we was
6 scared of what Jane was going to do. I was scared.

7 Q Ms. Brooks, if you'll look back here. Did
8 Kenneth sign or execute this mortgage in any way?

9 A No, sir. No, sir. This was between me
10 and Roy.

11 Q It was on your property or Kenneth's
12 property?

13 A It was on my property.

14 Q Okay. Ms. Brooks --

15 A If you need to see where I had his
16 telephone cut on, I have the papers here for that
17 and I have --

18 THE COURT: Ms. Brooks, let him ask you
19 questions.

20 BY MR. DUNN:

21 Q We may talk about this later. Okay?

22 A I want to tell you --

23 THE COURT: He's a good lawyer. He's
24 going to do a good job. Let him ask the questions.

25 THE WITNESS: He might have to pinch me to

1 make me shut up.

2 BY MR. DUNN:

3 Q Okay. Ms. Brooks, I opened up for you
4 Plaintiffs' Exhibit Number 18.

5 A Yes, sir.

6 Q And there's been a lot of testimony about
7 this document as well, and this is the handwritten
8 note dated July 16, 2004.

9 MR. DUNN: Your Honor, I'm sorry. You can
10 look at my copy.

11 THE COURT: That's all right.

12 MR. DUNN: This is in the binder. Again,
13 this is Plaintiffs' 18.

14 THE COURT: I'm with you.

15 BY MR. DUNN:

16 Q Okay. Ms. Brooks, like I was saying, this
17 document was referred to before, and this is the
18 handwritten note dated July 16th, 2004, and it talks
19 about Kenneth paying you \$60,000 and such. Do you
20 recognize this document?

21 A Yes, sir.

22 Q And who wrote it?

23 A I wrote it.

24 Q And if you could, explain for me the
25 circumstances which caused you to write this.

1 A Okay. Whenever we were trying to get the
2 dredge back up and get it to going, we were going to
3 have money. We knew we would have the money if we
4 could get that dredge going. We were to split it,
5 and he was to pay me \$60,000. We was to split the
6 profit, and that's when I took everything I had and
7 put into it. I took all of my children's
8 inheritance to put into it. If I talk too much,
9 just tell me to hush.

10 Q You're good. And so at the time that you
11 wrote Plaintiffs' 18, what was Kenneth's financial
12 position at that point?

13 A He was poor as doodle dust.

14 Q And what income, if any, did he have
15 coming in?

16 A Kenneth had I think it was 200 and some
17 dollars coming in when he finally started getting --
18 in July, he got finally 5,100 -- and I can look it
19 up and tell you exactly what he got, but it was
20 5,100 and something dollars in back time from SSI.
21 And we took that money. We bought him a stove, a
22 refrigerator, a television. We had Marie Laymen
23 (phonetic) to paint inside of the house, and we had
24 carpet put in it.

25 And I can squeeze a dollar and make it go so

1 far, and he said, can't you make the money go so
2 far. And then he got some money out of it to spend,
3 and we were just -- well, I know you heard the
4 expression being unused to rich. When we got that,
5 we were rich, and we fixed his house up and it
6 looked good, and that's what we did with the money.

7 And when he got started off getting 200 and
8 some dollars, I kept appealing the thing until he
9 finally got up to where he got the max with SSI, and
10 I think -- until they cut it off, I think he was
11 getting \$637 when they finally cut it off and
12 started him in on Social Security. And then he
13 started getting \$1,001, and they took him off of
14 Medicaid when he started getting \$1,001.

15 Q Let me ask you this, Ms. Brooks. In
16 evidence already, there are copies of all sorts of
17 checks. There's checks from American Bio-Mass,
18 there's checks from Wood Brothers. There's checks
19 from Mr. Herndon and/or his company, and there's
20 been a lot of testimony about the fact that some of
21 those checks were going directly to Kenneth. Some
22 were made out to you but were cashed by Kenneth or
23 Roger or others. But the money that Kenneth was
24 receiving from those leases, was that -- was that
25 the \$60,000 that you were referring to in

1 Plaintiffs' Exhibit 18?

2 A No. We was supposed to -- that money when
3 we got -- when we got -- when Larry Herndon went in
4 there, they got a dredge from somewhere. I think it
5 was -- I don't know if it was New Jersey or
6 somewhere up north. Anyway, they got -- it took two
7 trucks to bring the dredge in there. So when they
8 started pumping again, we were going to have money,
9 and he was going to pay me then.

10 And the money from Larry Herndon was my money.
11 My name was on those checks. If I go and take your
12 paycheck and sign it and give you what I want you to
13 have of it, I'm not doing anything but taking your
14 money. I'm not giving you anything.

15 Q Well, even though your name was on those
16 checks from Larry Herndon, isn't it true that you
17 let Kenneth have that money or at least let him cash
18 those checks?

19 A Kenneth didn't get all that money, because
20 we talked about that many times. Kenneth and I
21 have -- our telephone line was open 24 hours a day,
22 7 days a week. There was no day and night with us.

23 Q But now Kenneth did get some of the money,
24 didn't he?

25 A He got some of the money, but Kenneth

1 stupid to sign that?

2 A Well, because I knew he didn't have any
3 money, and I knew he didn't have anything. And I
4 knew we were never going to get any -- to split the
5 money from the sand company.

6 Q Now, at the time this was written --

7 A It would have been good -- if Larry
8 Herndon could have stayed there right on, it would
9 have been good.

10 Q Do you think if Larry Herndon had stayed
11 there that Kenneth could have gotten to the point
12 that he would have been able to start paying you?

13 A Kenneth wouldn't have been on Medicaid if
14 Larry Herndon could have stayed there. Kenneth
15 could have got to the point that he wouldn't have
16 been on Medicaid.

17 Q Now, at the time that Plaintiffs' 18 was
18 written, July of 2004, were you managing Kenneth's
19 finances?

20 A I manged Kenneth's SSI check, and I got --
21 I wrote a note. I saw it around here. I don't know
22 if I had it or you had it, that if Kenneth wanted
23 somebody else to do it, that I would be glad for
24 them to do it, something to that effect.

25 Q And to your knowledge, did Kenneth have

1 (Off-the-record discussion.)

2 BY MR. DUNN:

3 Q Ms. Brooks, just a couple of more things
4 to follow up. The deeds that we talked about where
5 Kenneth conveyed the property to you in '96 and then
6 some more in '02, '03, did you coerce Kenneth in any
7 way?

8 A No.

9 Q Did you threaten him in any way to sign
10 those deeds?

11 A No.

12 Q To the best of your knowledge and
13 understanding, why did he convey that property to
14 you?

15 A He said, Catherine -- he said, I want you
16 to have it. He said, the biggest mistake I ever
17 made in my life is when he put the land in somebody
18 else's name. He said, I wished I had put it all in
19 your name.

20 Q Now, in the first deed in 1996 --

21 A Uh-huh.

22 Q -- there's mention of some consideration
23 being paid. I think it was about \$13,250. Was that
24 money actually paid?

25 A If you'd look back on this thing right

1 here, you can see where I paid the money.

2 Q I think you're talking about Defendant's
3 Exhibit 4?

4 A I don't know what exhibit it is, but I
5 know --

6 Q Excuse me. Plaintiffs' Exhibit 43. I
7 think that's your copy of that. But since -- so
8 basically, that's the -- how was that figure arrived
9 at I guess is the question I'm trying to ask, that
10 13,250 and some dollars?

11 A He said, I had already paid so much, and
12 he said, we'll just say you paid \$13,500 for it --
13 \$13,250 I believe it was. I said, whatever you say,
14 Kenneth.

15 Q And who paid the attorney's fees for
16 those?

17 A I did. He told me to pay them. He didn't
18 have any money, and every time I come down here, I
19 gave Kenneth money. If I come down here and I
20 didn't have but a \$20 -- I say down here, I mean
21 Walterboro. If I come to Walterboro and I didn't
22 have but \$20, I would go back with maybe \$5, and
23 sometimes, I would go back with no money. Kenneth
24 would get the other money. I never left Kenneth
25 without giving Kenneth money, because I knew he

1 didn't have any. And I knew if I didn't give him
2 something, he wouldn't get.

3 Q And did you and Kenneth ever -- was there
4 ever any discussion about doing a mortgage instead
5 of deeds?

6 A No, no, no. Never, never. He said, I
7 want you to have this.

8 Q Ms. Brooks, did you ever give permission
9 for Kenneth Walker or Roger Walker or Will Walker or
10 anyone to sign any checks that were made out to you?

11 A No. I said, if you ever sign any checks
12 of mine, and I find that out, I said, if I don't put
13 you behind in jail, I said, grits ain't groceries
14 and ham ain't meat. I said, don't sign my name.

15 Q So you don't ever remember giving Kenneth,
16 Roger or Will permission to sign your name?

17 A No. And don't you ever sign my name
18 either, because if you do, I won't like you anymore,
19 not at all.

20 Q Okay. You testified that you applied for
21 and worked with Kenneth to get his SSI and Social
22 Security benefits?

23 A I did.

24 Q And did you work with Kenneth to get a
25 telephone line?

1 A I did. You want to see papers for that?

2 Q That's okay. Just listen to my question.

3 And did you also get power turned on or turned back
4 on at his house?

5 A I did.

6 Q And --

7 A And can I tell you something else? The
8 cable, somebody had his cable cut off. It was -- I
9 don't know if it was in their name or what, and I
10 said, Kenneth, that'll never happen again as long as
11 I live. I put the cable from Comcast in my name and
12 paid the bill. And when Kenneth died -- Kenneth
13 kept asking me, Cat, when I die, will you pay my
14 final utilities so I won't leave here owing
15 utilities. I said, Kenneth, I will. I paid his
16 bills. Would you like to see the final bills?

17 Q To your knowledge, did Roger Walker or
18 Jimmy or Will Walker or Roy Walker or Jane Balla,
19 did any of those folks do anything to help Kenneth
20 get his SSI or Social Security or get these power
21 and utilities turned on?

22 A No, no. You want to know what one of them
23 said? I'd rather not tell you which one of them.
24 They said, let his old ace starve. I don't care,
25 but if you ask me who said, I'll tell you.

1 A Well, I didn't want to tell you, but since
2 you asked me, \$2,400.

3 MR. DUNN: Okay. And that's all I have.

4 If you can answer any questions Mr. Bennett may
5 have.

6 THE WITNESS: Okay.

7 EXAMINATION

8 BY MR. BENNETT:

9 Q Ms. Catherine, I may not go in exact
10 order, but I'm going to try to hit all the
11 highlights.

12 A I'm going to look you in the face too so I
13 can hear you.

14 Q All right. I want to show you a document.
15 You just testified about Kenneth's power and
16 electricity getting cut off.

17 A He didn't have any when I started going
18 down there.

19 Q All right. I want to show you a document.
20 See if you recognize it. This particular document
21 is dated 8-4-2008.

22 A Sure I do. This is where I said, Kenneth,
23 if you'd rather someone else take care of this, just
24 let me know. Love, Catherine. And I put the check
25 was for \$1,001, and I give him -- I always made sure

1 that he knew where his money went, because every
2 July, I had to give an account to the Social
3 Security Administration where every bit of his money
4 went. If I saved \$10 of it, I had to give an
5 account for it.

6 Q Okay.

7 A And this is what -- this was one of
8 Kenneth's rundown sheets.

9 Q All right. Well, that's wasn't my
10 question. Let me ask you --

11 A Okay.

12 Q I want to ask you a couple of questions
13 about it.

14 A Okay.

15 Q It shows where you paid Palmetto Rural
16 Telephone, \$50.

17 A Right.

18 Q Comcast, 48.62.

19 A Right.

20 Q SC&G, 191.

21 A Right.

22 Q Right. And then Hiott's Pharmacy, 189, on
23 behalf of Kenneth Walker, 550. All right. And you
24 paid out -- that was all out of Kenneth's check,
25 right?

1 A That's exactly right. He never -- he
2 never got this much money until just before he died.
3 He started drawing the first of the year before he
4 died.

5 Q Right. And you were the payee of that
6 check?

7 A That's exactly right.

8 Q Now, if you were paying his bills and all
9 out of that, including power bills, utility bills,
10 telephone bills, how did his power get cut off?

11 A Mr. Bennett, that is not what I said. I
12 said, when I started going down there to see
13 Kenneth, and I think it was '93, right after I
14 retired, I said he had no lights and no telephone.
15 And I said, I had his lights and his telephone cut
16 on, and his cable, I don't know how he was getting
17 his cable, but somebody cut the cable off or had it
18 cut off, and I had it cut on in my name.

19 And when he died, the cable was still in my
20 name. I told him it would never get cut off again
21 and neither would his lights and neither would his
22 telephone. I said, if anybody goes without, I'll go
23 without, but you don't.

24 MR. BENNETT: Okay. I want to go ahead
25 and mark that as Plaintiffs' Exhibit 44.

1 A Wait a minute. Right.

2 Q On the ledger. It says something about
3 through April, and it's got Richard Wood.

4 A That was -- that meant that Richard Wood
5 got the dirt through April.

6 Q Okay. So this 4,500 that Kenneth said you
7 could have was applied as a payment on the ledger
8 for the \$60,000 he owed you to get the property?

9 A No, no, no. It was my property.

10 Q Okay. But you did initial these payments
11 you told me; isn't that right?

12 A I told you I tried to keep up with all of
13 my money. I tried to keep up with every dollar of
14 my money.

15 Q Okay. Well, now, this is in Kenneth's
16 handwriting, isn't it, Exhibit 15? That's not your
17 handwriting, but you initialled it.

18 A Kenneth wrote February. Wait a minute.
19 He wrote February. Nobody initialled that.

20 Q All right. But isn't this 4,500 a payment
21 on his \$60,000 account that he owed --

22 A No. I just got through telling you, no.

23 Q Okay. But it is listed on here?

24 A It's listed on there, because I tried to
25 keep up with every dollar of my money.

1 Q Okay.

2 A If my husband goes to the store and he
3 buys something and comes back, I want to know what
4 he paid for it.

5 Q And then it showed as of 2005 after the
6 \$4,500 payment from Richard Wood was made, it showed
7 that Kenneth owed you a balance of \$42,300 on the
8 \$60,000, doesn't it? Isn't that what it showed?

9 A We got 42,300, right, but he still hadn't
10 paid me none of my money, because that was my money.

11 Q All right.

12 A That was my money -- he had come to -- it
13 was my money. I was giving Kenneth money out of it.

14 Q All right. Well, you acknowledge that you
15 got all this money, though, didn't you?

16 A Yeah. I'm not going to lie to you, not
17 intentionally.

18 Q Okay. Ms. Catherine, you understand how a
19 trust works?

20 A No. I don't know anything about a trust.
21 I wouldn't have any reason to know anything about
22 it.

23 Q If you're holding real property in trust
24 for somebody, like you're the trustee, and property
25 was deeded to you in trust by somebody else, kind of

1 McCord. I told you, I didn't know you had to
2 write -- I didn't know you had to write it. I
3 called him. I thought it was just as good to call
4 him, and I don't know whether Wallace McCord told
5 Roger or told Kenneth or who he told, but I thought
6 I was going to be attacked.

7 Q But isn't it true that the reason that
8 Kenneth was getting all the income off this property
9 --

10 A Kenneth wasn't getting all the income.

11 Q -- because you were holding it in a trust?
12 Isn't that true?

13 A No, no. That is a lie.

14 Q Okay. Let me -- why was he getting all
15 the income then?

16 A Let me tell you why. I told you that
17 Kenneth and I were close, and Kenneth told me that I
18 would be set for life if I would spend my money down
19 there to get the sand company running back. Nobody
20 told me we were going to have a bunch of thieves to
21 deal with.

22 Q Well, if you-all were so close, why were
23 you scared he'd attack you or something? You said
24 he'd attack you.

25 A Kenneth would slap the devil out of you,

1 A From January of '08. That's what I said.

2 Q So in other words, you thought they just
3 hadn't paid you in four year?

4 A I don't know what they -- I don't know.
5 Roger went and got the money, and Kenneth told me he
6 was not getting it. And if it's a lie, he told it,
7 and I wouldn't call Kenneth a liar to his face.

8 Q Well, isn't it true that you never really
9 exercised any dominion and control over this
10 property, did you?

11 A No. I got some more property, and I never
12 exercised any right over it.

13 Q Isn't it true that Roger and Kenneth were
14 maintaining this property, taking care of it?

15 A I don't know. I didn't ask them. It
16 wasn't none of my business what they were doing out
17 there. I didn't care what they were doing.

18 Q They were maintaining it, negotiating all
19 the leases in regard to it --

20 A Roger was there, and he had his nose in
21 his daddy's behind all the time. And after he got
22 the land from his daddy, he was as mean to Kenneth
23 as if Kenneth was a dog.

24 Q Did you ever go down there and put --

25 A I went down there every week of my life up

1 and you can only do so much. And I have got
2 children. I have got -- I had three biological
3 children, and I have two adopted children.

4 Q Uh-huh.

5 A And I took my children's money, what they
6 would have gotten, put it down there. Kenneth told
7 me, don't worry, Cat, you'll have the land to cover
8 it.

9 Q Okay. Now, isn't it true that you told
10 Richard Wood when you-all met in 2005 when you-all
11 signed this lease, you told him you wanted all the
12 money to go to Kenneth?

13 A No. That is not true.

14 Q That's not true?

15 A No. It's not true.

16 Q Well, he testified to that.

17 A Well, he might have. What, did you want
18 me to jump up and tell him he was a liar?

19 Q I just want you --

20 A He's about as old as I am. I would
21 respect him.

22 Q So all that money was supposed to be going
23 to you?

24 A Yes, sir.

25 Q Okay. And so Richard Wood paid all of

1 auction. Well, it was -- it didn't sell at auction,
2 and I bought it afterwards and had it moved there.

3 Q It was a second home?

4 A That's exactly right.

5 Q Okay. Now, on Exhibit 18, I'm going to
6 ask you -- I think you already said this, but I want
7 to ask you again. You hand wrote that; is that
8 right? That's your handwriting?

9 A Yes. I wrote it.

10 Q All right. Whether you signed it or not,
11 you acknowledge that you wrote it?

12 A Yes. I do.

13 Q And you wrote it at Kenneth Walker's
14 request?

15 A I wrote -- I don't know. We wrote -- but
16 I don't know whether he asked me to write it or not.
17 But I'll tell you what, I told you we wrote so much
18 of stuff, but we did.

19 Q All right.

20 A How else we'd know that somebody was going
21 to come in and nose. That just goes to show you to
22 be prepared. You never know when you're going.

23 Q Didn't you previously testify in your
24 deposition that you wrote this note at Kenneth's
25 request?

1 A I don't know.

2 Q Okay. So you don't remember it now?

3 A When you get my age, you won't remember
4 everything either.

5 Q Okay. And you said you never told stories
6 or you always told the truth. So you --

7 A I tell the truth to the best of my
8 ability.

9 Q Okay. So you wouldn't have wrote -- you
10 wouldn't have written on here that you will release
11 the property to Kenneth on Cooks Hill Road once he
12 pays you the debt of 60,000, unless it was true.
13 You --

14 A Mr. Bennett, that was my money. We
15 never -- he -- the sand plant got to going again, we
16 were going to split the profit --

17 Q Uh-huh.

18 A -- and Kenneth was going to pay me out of
19 that.

20 Q Well, if that's what it meant, why does it
21 say in here that once he pays you 60,000 you will
22 release that property --

23 A That was the checks -- that was my checks
24 that was taken from.

25 Q All right. But it doesn't say that. It

1 says any money Kenneth pays Catherine Brooks.

2 A Ask me any way you want to, but I'm
3 sticking to it.

4 Q Okay... But you do admit Exhibit 18 says
5 that until she's paid \$60,000, at that time, she is
6 to release to Kenneth Walker all the property off
7 Cooks Hill Road at Walterboro?

8 A I mean you're giving me a headache asking
9 me the same thing over and over.

10 Q Right. But that's what it says, right?
11 It doesn't say anything about --

12 A I said I mean you're giving me a headache
13 asking me the same thing over and over.

14 THE COURT: Ms. Brooks, you can answer yes
15 or no. You can explain the answer --

16 THE WITNESS: I told him I wrote it -- I
17 told him so many times. I told him, yes, sir. Yes,
18 sir.

19 THE COURT: So the answer is yes, and you
20 can explain all you want to, but you've got to first
21 say yes or no and then you can explain it.

22 THE WITNESS: I told him I wrote it.

23 BY MR. BENNETT:

24 Q It doesn't say anything about splitting
25 profits off the dredge, does it?

1 A No. We didn't write that.

2 Q Okay. It says that you'll deed it to him
3 once he pays you 60,000?

4 A But he had no money.

5 Q Well --

6 A I wrote it. Yes. I wrote it, but he had
7 no money.

8 Q But now, on Exhibit 15 -- now, you've
9 already testified under oath in your deposition that
10 you gave --

11 A I'm trying to tell you the truth.

12 Q You said these were your initials that
13 were on Exhibit 15 --

14 A I'm trying to tell you the truth.

15 Q Okay. Well, you are -- can you turn to
16 Exhibit 15? All right. I want to look at --
17 there's a lot of initials on here that say CWB.

18 A That's right.

19 Q Is that your initials?

20 A That's right.

21 Q All right. So you admit you signed -- you
22 initialled it?

23 A That, I do.

24 Q Okay. And so when you --

25 A We had to know where the money was going.

1 Q Okay. So that's Exhibit 15, and when you
2 initialled it, the last initial you had in here was
3 your acknowledging of -- you got a \$1,400 payment
4 from Kenneth on 7-3-2008, and you're initialing it,
5 acknowledging that at that time, he owed you a
6 balance of \$27,400 toward the \$60,000 that he owed
7 you to get the property?

8 A I did what Kenneth asked me to do, yes. I
9 wrote that. No. Kenneth never paid me any money
10 that was his money. And I do have Roger's signature
11 where he signed my name to the checks. I have one
12 of the checks where he signed it front and back.

13 Q But you wouldn't have initialled this
14 unless it was so, would you? You said you're always
15 honest and truthful.

16 A I did anything Kenneth asked me to do,
17 except he offered for them to kill my husband if I
18 would split the insurance with him. And I asked him
19 to please don't kill him, that he would be a total
20 loss.

21 Q All right.

22 A They offered several times to kill
23 Kenneth -- Carroll.

24 Q So in other words, what you're testifying
25 to, the only times that you were ever dishonest in

1 your life was if Kenneth asked you to be dishonest?

2 Is that what you're saying?

3 A No. I told Kenneth, I said, Kenneth --

4 now, you sure you want to know this?

5 Q Uh-huh.

6 A When he had asked me something, I'd say,

7 are you sure you want to know this?

8 Q Uh-huh. Now, the --

9 A And there's his sons. You can ask them if
10 they've heard me ever say that. Kenneth, are you
11 sure you want to know this?

12 Q I want to show you Exhibit Number 43.

13 Okay? And that's the one that's got a bunch of
14 handwritten figures that total in the neighborhood
15 of \$52,000, I'm going to say. Is that your
16 handwriting?

17 A Yeah. That's where I was writing down.
18 When my money was going, and I realized it was going
19 so doggone fast, I said I better start writing
20 something down.

21 Q Okay. Now, did you write that down so
22 you -- when Kenneth asked you to figure up how much
23 money he'd have to pay you back for you to
24 release --

25 A I have no earthly idea.

1 Q -- to release the property back to him,
2 isn't that why you did this when you were doing
3 those figures?

4 A No. He never paid me any money of his.
5 Kenneth didn't have any money. If Kenneth had
6 money, he wouldn't have had to been on Medicaid.
7 And if Kenneth had 10 acres of land when he died, it
8 should go to Medicaid, because that's fraud.

9 Q Well, wasn't he getting income off this
10 property that was --

11 A No. Not that I know of.

12 Q Okay. So you didn't know he was getting
13 income off the --

14 A Roger was getting it. I just told you
15 Roger was getting it.

16 Q Okay.

17 A I mean you act like you harder of
18 understanding than I am.

19 Q So you're saying Roger got all the money,
20 not --

21 A Roger was getting it. Get the doggone
22 checks and look at where it was signed on the back.

23 Q So you think Kenneth was allowing Roger to
24 get -- to keep his money?

25 A I think Kenneth was one pitiful human

1 being.

2 Q You just said you were scared of him.

3 A I was. I was.

4 Q If he was so pitiful, why were you --

5 A I was. You knew Kenneth Walker,
6 Mr. Bennett. Don't act like you didn't know
7 Kenneth.

8 Q He wasn't pitiful.

9 A You knew Kenneth Walker.

10 Q So you think Kenneth would have -- knowing
11 that he was supposed to be getting all this money,
12 you think he would have allowed -- your knowledge of
13 Kenneth and what all --

14 A He told me he wasn't getting the money.
15 He said, Cat, you know -- he told me one time, he
16 said, Cat, I wanted to write you a letter, and I
17 didn't even have enough money to buy a stamp to mail
18 it.

19 Q Okay. So --

20 A And he told me that not too long before he
21 died.

22 Q So you expect us to believe that it's just
23 a coincidence that you wrote all of these figures
24 down and it equals like \$52,000, and it's right
25 before you start this handwritten ledger with

1 Kenneth?

2 A I told you that I wrote it down, because I
3 had to keep count of my money.

4 Q Uh-huh. So it's just coincidental, and
5 you even got Jane on here about the 17,000.

6 A And I also got on there where Jane tried
7 to give me the \$200. She sent the check back, and I
8 told her it was too much and -- for Christmas. I
9 also got those down.

10 Q All right. And if you were helping
11 Kenneth completely out of the goodness of your heart
12 because you --

13 A Mr. --

14 Q -- loved him as a sister, why were you
15 keeping up with all the money and then signing
16 memos, and see where he's paying you back?

17 A Well, I know you love me too, but why
18 don't you give me your paycheck?

19 THE COURT: Mr. Bennett, you plowed this
20 ground very thoroughly. It's nice and fine and
21 powdery. You can plant a garden in just a few
22 minutes, but I think you have covered it infinitely.

23 MR. BENNETT: All right.

24 THE COURT: I'm not trying to shut you up,
25 but you're saying the same question, just rephrasing

1 it.

2 MR. BENNETT: I understand, Judge.

3 BY MR. BENNETT:

4 Q Do you have any proof in this deed that
5 was done -- the first deed that was done in 1996
6 which shows a consideration on it of \$13,250?

7 A Yes, sir. If you look back on something
8 on there, you'll see where I paid \$5,000 to one
9 fellow for him and 5,000 for another. And you'll
10 see where I paid Buck and somebody \$1,200, and
11 you'll see where I paid somebody else \$1,500. And
12 you'll see where I paid -- well, just look at it a
13 little bit.

14 Q Hold on a second.

15 A If you don't have it, you can look at
16 mine.

17 Q All right. This is Plaintiffs' Exhibit
18 26, Ms. Catherine. It's the first deed that was
19 done to you by Kenneth. It shows a consideration of
20 \$13,250. I think that's the deed you-all said was
21 done at Auburn Bridge. Let me ask you this question
22 first. Did you actually give Kenneth a check for
23 \$13,250? I'm just asking you a yes or no, and then
24 I'm going to follow up with you. But did you
25 actually give Kenneth a check for 13,250 on the day

1 that he signed it and --

2 A Not on the day that he did it, no. But
3 you will see right here where I gave the money, and
4 if we have to bring out some nasty stuff, we can see
5 somebody go to prison for some stuff that I know --

6 THE COURT: Ms. Brooks, ma'am, if you'll
7 just answer the question --

8 THE WITNESS: He's making me mad.

9 THE COURT: I understand, but we're going
10 to be here for two days if you --

11 THE WITNESS: I want to go home.

12 BY MR. BENNETT:

13 Q So you did not write Kenneth a check for
14 13,250 on the day that that deed --

15 A I just told you I did not.

16 Q Okay. Now, if he was -- if he was giving
17 you this property, as I think you previously claimed
18 and testified just because he loved you so much and
19 he just wanted you to have all of this property, why
20 did you even put a price of 13,250 on it --

21 A Because he told me to.

22 Q -- if it was supposed to be a gift. Oh,
23 he told you to?

24 A He told me to.

25 Q Okay. So you're sure that this deed

1 wasn't meant to secure like a -- like you helping
2 him financially like a loan?

3 A No. The attorney said -- he said, we got
4 to put something on it, and Kenneth said, well put
5 \$13,000 on it.

6 Q Okay. So isn't it true, though, that the
7 reason he deeded you this property is because you
8 were helping him financially, and he wanted to --
9 you to have this -- hold this property like a deed
10 in trust until he paid you back like --

11 A No. He know I -- no. He knew I had
12 worked hard all of my life to have something to
13 leave for my children, and he told me that we would
14 be taken care of, that we would have money coming in
15 regular when the sand thing got up. And it got to
16 going good, Roger quit his job with the -- with
17 Stokes Honda. He quit them. He didn't need to work
18 there anymore, and Roger didn't even move into that
19 house until after it got back up and it started
20 going. And Jimmy and them did not get a fair shake,
21 Jimmy nor Will, neither one didn't get a fair shake.

22 Q All right. So you're saying the 13 --

23 A I'm saying that Roger -- Jimmy -- shoot,
24 you made me forget his doggone name. I'm saying
25 that Roger is showing me exactly what Kenneth said.

1 I honestly didn't believe it whenever Kenneth told
2 me that Roger would do this.

3 Q Okay.

4 A He told me -- he said, Cat, he said,
5 you're going to have to cover your behind. He said,
6 Roger is going to give you a fit.

7 Q Now, you --

8 A And he said --

9 THE COURT: Ms. Brooks, the question was
10 did you pay him 13,250 --

11 A No.

12 THE COURT: -- and you have answered it
13 very well. You said, no. The lawyer said you've
14 got to have a figure, and so Kenneth came up with a
15 figure. That's what you told us, right?

16 THE WITNESS: Right.

17 THE COURT: Great. Let's go to something
18 else.

19 BY MR. BENNETT:

20 Q And all of that I was going to,
21 Plaintiffs' Exhibit 43 where you wrote out money
22 that you paid to help Kenneth, you're saying that
23 this makes up -- some combination of this makes up
24 this 13,250; is that right? That some of the
25 figures on here --

1 A Yes.

2 Q -- added up together make up the 13,250?

3 A Yes.

4 Q Is that right?

5 A Yes.

6 Q Okay. And that's all I wanted to ask you
7 about that.

8 A Thank you.

9 Q All right. Now, you claimed that you
10 bought Kenneth's groceries every week?

11 A I did.

12 Q At a rate of \$100 a week?

13 A Or more.

14 Q Okay. Did you keep a ledger on that?

15 A No. But I got -- I can go back and get
16 the checks where I wrote checks for the groceries.

17 Q Okay. You kept the checks for it?

18 A I tell you what, why don't I just give you
19 the check -- the account number and let you get it
20 from Wachovia. It was SCN at the time. Why don't I
21 give you the number and let you get it. Then you
22 won't have to question me so much about it.

23 Q Okay. But isn't it true the reason you
24 were keeping these records is because Kenneth told
25 you he's going to pay you back, and then you give

1 him the property back?

2 A We were going to split the profit from the
3 sand company, and Roger moved in and Roger got the
4 lion's share.

5 Q Okay.

6 A I got nothing, and if I don't have the
7 land, I won't have anything to leave my children,
8 and my children want something just like yours or
9 anybody else's.

10 Q All right. But you feel like Kenneth
11 would rather you have his property rather than his
12 three sons?

13 A Because he had my money, yes. He needed
14 my money -- he wanted my money, and I spent my
15 money, yes.

16 Q So if they paid you back --

17 A And he told me the biggest mistake --

18 Q And if he -- if his sons paid you back the
19 money you claim he owes you, wouldn't you think he'd
20 want you to deed it back to them?

21 A I think I'm tired of you asking me the
22 same questions over and over, and I think I'm tired
23 of answering them.

24 THE COURT: Ma'am, you can answer yes or
25 no and then explain --

1 THE WITNESS: No, sir. I'm not going to
2 give -- I'm sorry. No, sir. I'm not going to turn
3 the land over.

4 BY MR. BENNETT:

5 Q All right.

6 A I don't have any intentions of turning the
7 land over.

8 Q Now, you previously testified that you
9 were broke. Is that why you were wanting to keep
10 this land in violation of your agreement?

11 A Because I have got to have something for
12 my children. My children want an inheritance. I
13 told you, just like yours do, and just like Roger
14 wants to take everything. Jimmy and Will didn't
15 know there was a will until the other day when we
16 were down here.

17 Q Okay. And didn't they offer to pay you
18 this money back?

19 A They who? They don't have a pot to pee in
20 and a window to throw it out of if they don't owe.

21 Q Did you get Exhibit 40, the letter I sent
22 before Kenneth died where they offered to pay you
23 back?

24 A Yes. When Kenneth knew he was going to
25 die, and I couldn't go down there, and Roger didn't

1 want me down there then. Roger moved in, boy, like
2 a vulture for the big gut.

3 Q All right. And on Exhibit 40, that was
4 sent to you before Kenneth died, and you acknowledge
5 getting that, right?

6 A Yes. Roger moved in -- I told you like
7 that was on September the 15th. Kenneth died on
8 September the 20th.

9 Q Okay.

10 A That was -- Kenneth -- on September the
11 15th, if that was on a Wednesday, that was when
12 Kenneth's insurance was changed without his
13 permission -- his life insurance.

14 Q Well, now, this letter doesn't indicate
15 that Kenneth wanted you to keep your property, does
16 it?

17 A That was five days before Kenneth -- no.
18 Yeah. Five days before Kenneth died.

19 Q All right. And that letter -- in fact, I
20 sent you this letter on his behalf.

21 A And I answered you on my behalf.

22 Q All right. But this letter does not
23 indicate that Kenneth wants you to keep the
24 property, does it?

25 A Five days before he was dying. Five days,

1 if I was dying, I'd probably want my kids to have
2 everything in the world, including what you had if
3 they could get it.

4 Q Okay. So you think originally he wanted
5 you to have it, and then you think he changed his
6 mind five days --

7 MR. DUNN: Your Honor, at this point, I
8 object. Kenneth's intent at this point in time is
9 irrelevant to the issues in this case.

10 MR. BENNETT: She's testified to it many
11 times.

12 MR. DUNN: But if we're talking five days
13 before his death, Your Honor, I just can't see how
14 that's relevant.

15 THE COURT: Well, actually, I'm going to
16 let her answer it. She's already asked and answered
17 the question three times.

18 THE WITNESS: Did you hear me each time?

19 THE COURT: I heard you loud and clear.

20 THE WITNESS: Okay.

21 BY MR. BENNETT:

22 Q Now, Exhibit 41, that's where actually you
23 were offered the 27,4, plus all the taxes you had
24 paid on it, which the 27,4 was the balance shown on
25 that ledger, and you refused to honor that request

1 to deed it back to --

2 A I surely did.

3 Q Okay. Why did you do that?

4 A Because if you bought a piece of land, you
5 wouldn't sell it for less than it was worth if you
6 had had it for quite a while and you had put your
7 money in it. You would want what it was worth.

8 Q Okay. So you didn't consider the Exhibit
9 15 and 18 to be a binding agreement?

10 A No.

11 Q Why is that?

12 A Well, what was 15 and 18? I don't
13 remember what it was, but I didn't --

14 Q It's the ledger and the handwritten memo.

15 A No. No. I done told you no.

16 Q All right. But you did -- you actually
17 got paid 32,600 --

18 A Of my own money. Boy, I think you're hard
19 of understanding.

20 Q All right. Were you aware that when
21 Kenneth deeded the 41 acres to Roger Walker in 1993
22 that he owed over \$200,000 to Enterprise Bank?

23 A I was aware that when Kenneth Walker died,
24 that that place was mortgaged to the hilt, and I
25 told Kenneth it was just about paid for. I lied for

1 now, he's exactly what I said, and I don't know if
2 I'm supposed to say this or not, but I'm going to
3 tell you. I told Roy -- I said, Roy, we'll sell the
4 nine-and-a-half-acres if you want to, and we'll
5 split the money. And I said, that should take care
6 of what I owe you for that. And I said, if you want
7 to sell it -- and I always said I would never sell
8 that land. I would keep it as long as I lived.

9 Q Okay. Ms. Catherine, when you initialled
10 the ledger account, the 60,000, Exhibit 15 and did
11 the handwritten memo which was Exhibit 18 about the
12 60,000 and all, that once that was paid to you, you
13 would release all that property back to Kenneth, you
14 really actually never had any intention of honoring
15 that, did you?

16 A Until I got my \$60,000, I wouldn't give
17 you air if you was in a jug if you told me you'd
18 give me \$60,000. They didn't pay me any of my
19 money. I mean they didn't pay me any of their
20 money. They paid me my money.

21 Q Okay. Now, on the Larry Herndon
22 contracts, the contracts that's got your name on it
23 with Larry Herndon, and I don't know exactly what
24 number that is. Let's see. This is the lease
25 agreement marked Plaintiffs' Exhibit 30 that you

1 signed with Larry Herndon. Okay? You familiar with
2 that?

3 A Yeah. I signed the lease with Larry
4 Herndon.

5 Q That was in May of --

6 A That's where we were supposed to start
7 getting my money back.

8 Q That was May of 2003. Isn't that right?

9 A I don't know. I don't have to look at it,
10 because I know what I did.

11 Q Okay. Now, isn't it true that a lot of
12 that money did go to Kenneth?

13 A I don't think so.

14 Q You don't think any of that money went to
15 Kenneth?

16 A I don't think -- if Kenneth --
17 Mr. Bennett, they were using this money to make
18 payments on the place. Roger was using the money.

19 Q Roger had a separate lease, though, didn't
20 he, which was Plaintiffs' Exhibit 29. He was paid
21 under that lease.

22 A Let me see this. I don't know about Roger
23 having a lease. What was this lease for?

24 Q That was the lease of the 118 acres --

25 A Wait a minute. What it was, we was

Catherine W. Brooks
RE-EXAMINATION

1

2 BY MR. DUNN:

3

4 Q Ms. Brooks, who paid the taxes on the
property all those years?

5

A I did.

6

7 Q The \$23,000 you paid to Roy, did any of
that money come from Kenneth?

8

A No.

9

10 Q We talked to death about Plaintiffs'
11 Exhibit 18, and you described the business dealings
12 with Mr. Herndon and what you and Kenneth helped to
13 happen. If that business had taken off and Kenneth
14 had been able to pay you the \$60,000, would you have
given the property back to him?

15

A Yes.

16

MR. DUNN: That's all I have. Thank you.

17

THE COURT: I got a couple of questions.

18

Do you have anything back?

19

MR. BENNETT: No, sir.

20

21 THE COURT: I've got a couple of
questions.

22

EXAMINATION

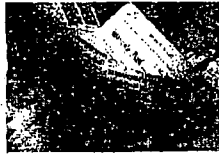
23

BY THE COURT:

24

25 Q As I understand that you told us, when
Kenneth gave you the deed to the property in '96

409 Tulip Drive
Walterboro, SC 29488



Office 843-538-4853
Fax 866-440-5154

Preliminary Report on Title

A.

2010
~~2004~~ TAXES

☒ Annually ☐ Semi-Annually

Separate Town/City Taxes? ☐

Amt. of Town/City Taxes: .

B. VESTING INFO

Deed Type: TITLE TO REAL ESTATE

C. JUDGEMENTS

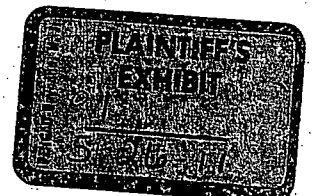
☐ Yes ☒ No

of Pgs Attached:
of Pgs Attached:
of Pgs Attached:

D. . . FINANCING STATEMENTS/UCCs

☐ Yes ☒ No

of Pgs Attached:
of Pgs Attached:



E. FEDERAL/STATE TAX LIENS

☐ Yes ☒ No

Document Reference:

of Pgs Attached:

Document Reference:

of Pgs Attached:

Document Reference:

of Pgs Attached:

F. DEEDS OF TRUST/MORTGAGES

☐ Yes ☒ No

Amount:

Document Reference:

Dated:

Recorded:

Grantor:

Beneficiary:

Assigned? ☐ Yes ☐ No

Assigned To:

Document Reference:

Amount:

Document Reference:

Dated:

Recorded:

Grantor:

Beneficiary:

Assigned? ☐ Yes ☐ No

Assigned To:

Document Reference:

G. RESTRICTIVE COVENANTS AND CONDITIONS

☐ Yes ☒ No

Document Reference:

of Pgs Attached:

Document Reference:

of Pgs Attached:

Document Reference:

of Pgs Attached:

H. EASEMENTS

☐ Yes ☒ No

Type:

Document Reference:

Type:

Document Reference:

Type:

Document Reference:

I. **SUBDIVISION PLAT/SURVEY** ☒ Yes ☐ No

Document Reference: 11 / 112

Dated: 02/20/1963

Recorded:

Surveyor(s): J.N. FRANK, LS.

J. **SEWER AGREEMENT** ☐ Yes ☒ No

From:

To:

Document Reference:

K. **WATER AGREEMENT** ☐ Yes ☒ No

From:

To:

Document Reference:

L. **PURCHASER LIEN CHECK** Requested? ☐ Yes ☒ No

Name(s):

Items found? ☐ Yes ☐ No

of Items Attached:

M. **EXAMINER'S COMMENTS:**

1. ATTACHED: OIL AND GAS LEASE @ 325 / 33.

2. ALSO ATTACHED: DEED 246 / 111.

3. IN DEED 1004 / 61 KENNETH R. WALKER CONVEYED THIS SAME PIECE OF PROPERTY TO CATHERINE W. BROOKS RECORDED 02/11/2003. KENNETH WALKER DID NOT OWN THIS PIECE OF PROPERTY AT THE TIME OF THIS CONVEYANCE. THIS PROPERTY WAS OWNED BY JOHN R. WALKER CONVEYED TO HIM IN DEED 243 / 325 RECORDED 04/26/1982 BY KENNETH R. WALKER.

Thru date: 05/06/2011

Examiner's Signature: _____

Stacy Lee

Pursuant to the Supreme Court of South Carolina's summary judgment on original jurisdiction under *In re Unauthorized Practice of Law Rules, Proposed by the South Carolina Bar*, 309 S.C. 304, 307, 422 S.E.2d. 123, 125 (1992) wherein it was held that when non-lawyer title abstractors examine public records and then render an opinion as to the content of those records, they are engaged in the unauthorized practice of law. Except that if a licensed attorney reviews the title abstractor's report and voices for its legal sufficiency by signing the report, title abstractors are not engaged in the unauthorized practice of law. Therefore, the title abstractor's report must be approved by a licensed attorney.

Attorney's Signature: _____

Type of Search: 60YR 40YR 30YR 20YR 10YR 2-OWN/PMM CURR OWN UPD: LIEN CK Other: Research

Type of Property: Residential Commercial Rural Acreage Other: _____

Street Address: **Property Located Near Cooks Hill Road and Clearwater Drive, Colleton County, SC**

Lot: Blk: Sec: Ph: Subdivision:

County: **Colleton** Acreage: **1.838** PUD?: Y N CONDO?: Y N WATERFRONT?: Y N

Deed Book: **626** Page: **5** Plat: **11 / 112** Tax Map # **195-00-00-152**

Taxes for 2010

Land \$: **21,600** Improv \$: **0** Total \$: **21,600** Total Tax: **\$ 63.70**

Last Pd: **2010** Delinq? **NO** Delinq \$: Good thru:

Sold @ Tax Sale? Y N Redemption \$ _____ Redemption Date: _____

Search Results:

Date Searched: **05/23/2011**

Thru Date: **05/25/2011**

Copies: **29**

Search #: **2011 - 0329**

NAME	G	M	U	F	S	L	J	M	P	LOT/AC	FROM	TO
	O	C	E	T	P	U	E	C	R			
	R		D	A	E	D		H	B			
	T				N	G						
Walker, John R.	✓	✓	✓	✓	✓	✓	✓	✓	✓	1.838 ac	04/20/1994 626 / 5	
Walker, Kenneth R.	✓	✓	X	X	X	X	X	X	X	1.838 ac	04/26/1982 243 / 325	04/20/1994 626 / 5
Walker, Judy T.	✓	✓	X	X	X	X	X	X	X	7 Tracts of Land	04/21/1976 185 / 475	04/26/1982 243 / 325
Walker, Kenneth R.	✓	✓	X	X	X	X	X	X	X	1.838 ac	03/07/1966 141 / 61	04/21/1976 185 / 475
Walker, Furman C.	X	X	X	X	X	X	X	X	X	1.838 ac	05/06/1965 138 / 36	03/07/1966 141 / 61
Brooks, Catherine W	✓	✓	✓	✓	✓	✓	✓	✓	✓	1.838 ac & 15.16 ac	02/11/2003 1004 / 61	

AJS: W-100-13-94

DEED BOOK 626 PAGE 5

2413

10.00
3 30
7.60STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

TITLE TO REAL ESTATE

(21.10)

KNOW ALL MEN BY THESE PRESENTS that I, Kenneth R. Walker, in the State aforesaid, for and in consideration of the sum of Three Thousand and no/100 (\$3,000.00) DOLLARS, to me in hand paid at and before the sealing of these presents by John R. Walker, Route 2, Box 969, Cottageville, S.C. 29435, in the State aforesaid, and the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said John R. Walker, his heirs and assigns, the following described property:

All that certain piece, parcel or lot of land, situate, lying and being in Ritter School District, County of Colleton, State of South Carolina, measuring and containing one and eight hundred thirty-eight thousands (1,838) acres, more or less, and measuring and bounded as follows: Measuring Six Hundred and Seven-tenths (600.7') feet on the Northeastern line and bounded thereon by lands now or formerly of P. C. Walker; measuring One Hundred Fifteen and Five-tenths (115.5') feet on the Southeastern line and bounded thereon by a road; measuring Five Hundred Sixty-three and Five-tenths (563.5') feet on the Southwestern line and bounded thereon by lands formerly of Colleton County, now of Kenneth R. Walker; and measuring One Hundred Fifty-five and Five-tenths (155.5') feet on the Northwestern line and bounded thereon by lands now or formerly of Simmons Estate, as reference to a plat prepared by J. N. Frank, R.L.S., dated 20 February 1963, will more fully show.

This being the same lot of land conveyed to Kenneth R. Walker by Furman C. Walker (F. C. Walker) by deed dated 6 May 1963 and recorded 7 March 1966 in Deed Book 141 at Page 61 in the Office of the Clerk of Court for Colleton County.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said John R. Walker, his Heirs and Assigns forever. AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said John R. Walker, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

195-00-00-152
4-25-94
ASSIGN COUNTY CLERK

DEED BOOK 626 PAGE 6

WITNESS my Hand and Seal this 19th day of April, in the year of our Lord one thousand nine hundred and ninety-four and in the two hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Arthur J. Brice
Witness
Eleanor C. Bilka
Witness

Kenneth R. Walker
Kenneth R. Walker

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE

PERSONALLY appeared, before me Eleanor C. Bilka
and made oath that she saw the within named Kenneth R. Walker sign, seal and
as his act and deed, deliver the within written Deed, and that she
with Arthur J. Brice, witnessed the execution thereof.

Eleanor C. Bilka

SWORN to before me this 19th day
of April, 1994.

Arthur J. Brice
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6/26/99



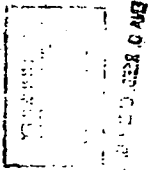
#94-572
COLLETON COUNTY
DOCUMENTARY STAMPS
PAID \$ 3.30

ENA Q. REED, CLERK OF COURT



DEED BOOK PAGE 7

CLERK OF DISTRICT COURT
COUNTY OFFICE
626 5
1994 APR 20 AM 10:29



RETURN TO:
Name AJB
Address _____
Date _____

TITLE TO REAL ESTATE

Form 14

The B. L. Bryan Company, Columbia, S. C.

State of South Carolina,

County of Colleton

Know All Men by These Presents, That

I, Judy T. Walker

195-00-00-064 Tract #1

195-00-00-066 Tract #2

195-00-00-069 Tract #3

195-00-00-069 Tract #4

Walker Subdivision Tract #5

195-00-00-048 Tract #6

T.M.S. 195-00-00-049 + 050 Tract #7

DATE 4-27-82

W. GENE WHITSELL

ASSESSOR-COLLETON COUNTY

in the State aforesaid, and
sum of Five Dollars (\$5.00), love and affection

to me paid by Kenneth R. Walker

Rt. 1, Box 48-A-1

in the State aforesaid

Walterboro, S. C. 29488

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Kenneth R. Walker, his heirs and assigns:

Tract No. 1: All that piece, parcel or lot of land, located in Ritter S. D., Colleton County, S. C., containing one and eight hundred and thirty-eight thousandths (1.838) acres and measuring and bounded as follows to wit: Measuring six hundred and seven-tenths (600.7) feet on the North-northeast and being bounded thereon by other lands of F. C. Walker; Measuring one hundred fifteen and five-tenths (115.5) feet on the East-southeast and being bounded thereon by private road leading to F. C. Walker's house; Measuring five hundred sixty-three and five-tenths (563.5) feet on the South-southwest and being bounded thereon by Colleton County Farm; Measuring one hundred fifty-five and five-tenths (155.5) feet on the West-northwest and being bounded thereon by Simons Estate.

Tract No. 2: All that piece, parcel or tract of land, situate, lying and being in Ritter School District, Colleton County, S. C., containing 15.16, more or less, acres and bounded as follows to wit: On the North by creek separating same from lands formerly owned by C. B. Simons, now lands of Bennett; On the East by lands of F.C. Walker from which this tract is cut; On the South by lands of F.C. Walker, a private road being the line; and on the West by lands of Kenneth R. Walker and lands of Bennett.

Tract No. 3: All that piece, parcel or tract of land, with buildings and improvements thereon, situate, lying and being in Ritter S. D., Colleton County, S. C., containing Eighty-one and five-tenths (81.5) acres, more or less, and bounded as follows, to wit: On the North by lands of L. S. Mitchell, Sr., et al, lands of Billy and Starr Bennett and lands of Kenneth R. Walker; On the East by lands of W. C. Walker; On the South-southeast by lands of W. S. Simons, Jr., lands of Roy C. Walker and lands of Leslie McGraw; and on the West-southwest by State Road S-15-377 and lands of Kenneth R. Walker.

Tract No. 4: All that certain piece, parcel or tract of land, in Verdier Township, Colleton County, S. C., containing One Hundred seven and six-tenths (107.6) acres, more or less, and bounded as follows: On the North

RECORDED April 27, 1982 4 PM

by lands of L.S. Mitchell, et al, grantors herein; On the East by lands of W.C. Walker; On the South by lands of W.C. Walker and lands of Kenneth R. Walker; and on the West by lands of Billy and Starr Bennett.

Tract No. 5: All that certain piece, parcel or tract of land situate, lying and being near the City of Walterboro, Colleton County, S. C., containing Thirty-eight and one-half (38½) acres, more or less, and bounded now or formerly as follows: On the Northeast by lands of L.S. Mitchell, Jr.; On the South by Westvaco Corp. and other lands of Kenneth Walker; On the West by lands of W.C. Walker; and on the Northwest by State Road S-15-49 as reference to plat of S.S. Snook, R.L.S., recorded in Plat Book 16, page 134 will show.

Tract No. 6: All that certain piece, parcel or tract of land, situate lying and being in the County of Colleton, State of S. C., containing Ninety-six (96) acres, more or less, and bounded now or formerly as follows: On the North by lands of Ruth B. Mitchell and L.S. Mitchell, Jr.; On the East by Cooks Hill Plantation; On the Southwest by lands of Edward W. Mitchell; On the Northwest by a paved road separating this tract from lands of Ruth B. Mitchell. This being the same tract of land described as Tract #2 on plat of C.E. Durant, Surveyor, recorded in Plat Book 3, page 95.

Tract No. 7: All that certain piece, parcel or tract of land, situate, lying and being near the City of Walterboro, Colleton County, S.C., containing Ninety-six (96) acres, more or less, bounded now or formerly as follows: On the Northeast by lands of James W. Mitchell; On the East by Cooks Hill Plantation; on the South by Marion Sams and Pringle Tract; On the West by lands of Simons and on the North-west by a paved road as shown on a revised plat prepared by W. Gene Whetsell, R.L.S., as recorded in Plat Book 12 at page 120.

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

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Kenneth R. Walker, his

Heirs and Assigns forever.

And I do hereby bind myself, my

Heirs, Executors

and Administrators, to warrant and forever defend all and singular the said premises unto the said

Kenneth R. Walker, his

Heirs and Assigns, against me and my

Heirs and against every

person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 16th day of April

in the year of our Lord one thousand nine hundred and seventy-six

and in the one hundred and two hundredth

year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Charles P. Rhodes
Caroline P. Rhodes

Judy J. Walker (SEAL)

(SEAL)

STATE OF SOUTH CAROLINA, }
COLLINGSWOOD COUNTY. }

Personally appeared before me Caroline F. Rhodes
and made oath that she saw the within-named Judy T. Walker
sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with Osborne H. Rhodes witnessed the
execution thereof.

Subscribed in before me this

day of April 1976

Caroline F. Rhodes (L. S.)
Notary Public of S. C.
Commission Expires 11-2-80

STATE OF SOUTH CAROLINA, }
COUNTY. }

do **RENUNCIATION OF DOWER**
Widow's Election

I, Caroline F. Rhodes, do hereby certify
unto all whom it may concern, that Mrs.
the wife of the within-named
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named

heirs
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises
within mentioned and released.

Given under my Hand and Seal, this

day of

Anno Domini 19

(L. S.)
Notary Public of S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS, That I KENNETH R. WALKER
in the State aforesaid, and in consideration of the sum of
Five Dollars (\$5.00), love and affection to me paid by
JUDY T. WALKER in the State aforesaid have granted, bargained,
sold and released, and by these presents do grant, bargain, sell
and release unto the said
JUDY T. WALKER, her heirs and assigns;

Tract No. 1: All that piece, parcel or lot of land, located in
Ritter School District, Colleton County, South Carolina, containing
one and eight hundred and thirty-eight thousandths (1.838) acres
and measuring and bounded as follows to wit: Measuring six hundred
and seven-tenths (600.7) feet on the North-northeast and being
bounded thereon by other lands of Furman C. Walker; Measuring one
hundred fifteen and five-tenths (115.5) feet on the East-Southeast
and being bounded thereon by private road leading to Furman C.
Walker's house; Measuring five hundred sixty-three and five-tenths
(563.5) feet on the South-Southwest and being bounded thereon by
Colleton County Farm; Measuring one hundred fifty-five and five-
tenths (155.5) feet on the West-Northwest and being bounded thereon
by Simons Estate.

This being the same tract of land conveyed to Kenneth R. Walker by
Furman C. Walker by deed dated May 6, 1965 and recorded in R.M.C.
Office for Colleton County in Deed Book 141, page 61.

Tract No. 2: All that piece, parcel or tract of land, situate,
lying and being in Ritter School District, Colleton County, S. C.,
containing 15.16, more or less, acres and bounded as follows to
wit: On the North by creek separating same from lands formerly
owned by C. B. Simmons, now lands of Bennett; On the East by lands
of F. C. Walker from which this tract is cut; On the South by
lands of F. C. Walker, a private road being the line; and on the
West by lands of Kenneth R. Walker and lands of Bennett.

For a more specific description of property, reference may be had
to plat prepared by J. N. Frank, Registered Land Surveyor, dated
May 21, 1966 as recorded in the R.M.C. Office for Colleton County
in Plat Book _____ at page _____.

This being the same tract of land conveyed to Kenneth R. Walker
by F. C. Walker by deed dated December 12, 1967 as recorded in
R.M.C. Office for Colleton County in Deed Book 148 at page 214.

Tract No. 3: All that piece, parcel or tract of land, with
buildings and improvements thereon, situate, lying and being in
Ritter School District, Colleton County, S. C., containing Eighty-
one and five-tenths (81.5) acres, more or less, and bounded as
follows, to wit: On the North by lands of L. S. Mitchell, Sr.,
et al, lands of Billy and Starr Bennett and lands of Kenneth R.
Walker; On the East by lands of W. C. Walker; On the South-South-
east by lands of W. S. Simons, Jr., lands of Roy C. Walker and
lands of Leslie McGraw; and on the West-Southwest by State Road
S-15-377 and lands of Kenneth R. Walker.

For a more specific description of the above described tract of
land, reference may be had to plat prepared by S. S. Snook, Re-
gistered Land Surveyor, dated August 19, 1975 and recorded in
R. M. C. Office for Colleton County in Plat Book 16, page 130,
and plat recorded in the Clerk of Court's Office in Plat Book
16 at page 25.

426

This being the remaining portion of that tract of land formerly owned by F. C. Walker, who acquired same from D. C. E. Eiers 1-19-1945 as recorded in the Clerk of Court's Office in Deed Book 89 at page 185, also the same property which F. C. Walker directed be sold by his Executor, W. C. Walker, as reference to Will recorded in Will Book 8, page 247 in the Probate Judge's Office for Colleton County will show.

It is understood and agreed that the said Mrs. Martha Ann W. Walker, widow of F. C. Walker, shall have the right to occupy the dwelling on said property with one (1) acre of land around it; said right shall continue so long as she uses it personally and solely and such right is not assignable. She shall always have full right of ingress and egress over the road on said property leading to the dwelling.

Tract No. 4: All that certain piece, parcel or tract of land, in Verdier Township, Colleton County, S. C., containing One hundred seven and six-tenths (107.6) acres, more or less, and bounded as follows: On the North by lands of L. S. Mitchell, et al, Grantors herein; On the East by lands of W. C. Walker; On the South by lands of W. C. Walker and lands of Kenneth R. Walker; and On the West by lands of Billy and Starr Bennett.

For a more specific description of the above described tract of land reference may be had to plat prepared by S. S. Snook, Registered Land Surveyor, dated November 14, 1975 and recorded in R.M.C. Office for Colleton County in Plat Book 16, page 130.

This being the same tract of land conveyed to Kenneth R. Walker by L. S. Mitchell, Sr., et al by deed dated December 1, 1975 and recorded in R.M.C. Office for Colleton County in Deed Book 182 at page 291.

Tract No. 5: All that certain piece, parcel or tract of land situate, lying and being near the City of Walterboro, Colleton County, S. C., containing Thirty-eight and one-half (38½) acres, more or less, and bounded now or formerly as follows: On the Northeast by lands of L. S. Mitchell, Jr.; On the South by Westvaco Corp. and other lands of Kenneth Walker; On the West by lands of W. C. Walker; and on the Northwest by State Road S-15-49 as reference to plat of S. S. Snook, R. L. S., recorded in Plat Book 16 at page 134 will show.

This being the same tract of land conveyed to Kenneth Walker by Lloyd S. Mitchell, Jr. by deed dated 12-10-75 and recorded in R.M.C. Office for Colleton County in Deed Book 182 at page 340.

Tract No. 6: All that certain piece, parcel or tract of land, situate lying and being in the County of Colleton, State of South Carolina, containing Ninety-six (96) acres, more or less, and bounded now or formerly as follows: On the North by lands of Ruth B. Mitchell and L. S. Mitchell, Jr.; On the East by Cooks Hill Plantation; On the Southwest by lands of Edward W. Mitchell; On the Northwest by a paved road separating this tract from lands of Ruth B. Mitchell. This being the tract of land described as Tract No. 2 on a plat prepared by C. S. Durant, Surveyor, recorded in Plat Book 5 at page 95 and a revised plat by W. Gene Whetsell, R.L.S., dated May 23, 1968 and recorded in R.M.C. Office

This being the same tract of land conveyed to Kenneth R. Walker by Farmers & Merchants Bank dated May 1, 1975 and recorded in R.M.C. Office for Colleton County in Deed Book 180 at page 501.

Tract No. 7: All that certain piece, parcel or tract of land, situate, lying and being near the City of Walterboro, Colleton County, S. C., containing Ninety-six (96) acres, more or less, and bounded now or formerly as follows: On the Northeast by lands of James W. Mitchell; On the East by Cooks Hill Plantation; on the South by Marion Sams and Pringle Tract; On the West by lands of Simons and on the Northwest by a paved road as shown on a revised plat prepared by W. Gene Whetsell, R. L. S., as recorded in Plat Book 12, page 120.

This being the same tract of land conveyed to Kenneth R. Walker by Southern Pines Estates, Inc. by deed dated 9-24-73 as recorded in R.M.C. Office for Colleton County in Deed Book 172, page 356.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

JUDY T. WALKER, her Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

JUDY T. WALKER, her Heirs and Assigns, against Me and My Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 16th day of April in the year of our Lord one thousand nine hundred and seventy-six and in the two hundredth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In The Presence of

Osborne H. Rhodes
Caroline P. Rhodes
Caroline P. Rhodes

Kenneth R. Walker (SEAL)
Kenneth R. Walker
(SEAL)

STATE OF SOUTH CAROLINA }
COLLETON COUNTY

PERSONALLY appeared before me Caroline P. Rhodes and made oath that she saw the within-named Kenneth R. Walker sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with Osborne H. Rhodes witnessed the execution thereof.

SWORN to before me this 16th
day of April, 1976.

Caroline P. Rhodes
Caroline P. Rhodes

Osborne H. Rhodes (L.S.)
Notary Public of S. C.
Commission expires 11-2-80
Osborne H. Rhodes

STATE OF SOUTH CAROLINA }
COLLETON COUNTY

NO RENUNCIATION OF DOWER
Grantee wife of Grantor

141/201
61

Furman C. Walker (F. C. Walker) to Kenneth R. Walker

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Furman C. Walker (F. C. Walker)

In the State aforesaid, in consideration of the sum of
 Four thousand and no/100 (\$4,000.00) DOLLARS
 to me in hand paid at and before the making of these presents by Kenneth R. Walker, Route 1, Walterboro, S. C.

In the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and
 released, and by these Presents do grant, bargain, sell and release, unto the said Kenneth R. Walker, his heirs and assigns:

All that piece, parcel or lot of land with buildings and improvements thereon, located in Ritter School District, Colleton County, South Carolina, containing one and eight hundred and thirty eight thousandths (1.838) acres and measuring and bounding as follows to wit: Measuring 600.7 feet on the North-Northeast and being bounded thereon by other lands of Furman C. Walker; Measuring one hundred and fifteen and five tenths (115.5) feet on the East-Southeast and being bounded thereon by private road leading to Furman C. Walker's house; Measuring five hundred sixty three and five tenths (563.5) feet on the South-Southwest and being bounded thereon by Colleton County Farm; Measuring one hundred fifty five and five tenths (155.5) feet on the West-Northwest and being bounded thereon by Simmons Estate.

For a more specific description of the above referred to lot, reference may be had to plat prepared by J. N. Frank, Registered Land Surveyor, dated February 20, 1963 and recorded in the R.M.C. Office for Colleton County in Plat Book 11, page 112.

This being the same tract of land conveyed to Furman C. Walker (F.C. Walker) by Mid State Homes, Inc. by deed dated May 4, 1965, and recorded in the R. M. C. Office for Colleton County in Deed Book 138, page 36.

TOGETHER with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or to anywise incident or appertaining.
 TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Kenneth R. Walker, his

Heirs and Assigns, forever.

AND I do hereby bind myself and my

Heirs, Executors and Administrators to warrant and forever defend all and singular, the said Premises unto the said
 Kenneth R. Walker, his

and against every person whomsoever

Heirs and Assigns, against me and my Heirs,

lawfully claiming, or to claim the same, or any part thereof.
 WITNESS MY Hand and Seal, this 6th day of May, in the year of our Lord one thousand
 nine hundred and sixty-five and in the one hundred and eighty-ninth
 year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard

F. C. Walker

(L. 2.)

Osborne H. Rhodes

(L. 3.)

THE STATE OF SOUTH CAROLINA,
 Colleton County.

Fed. Stamp \$ 4.40
 S. C. Stamp \$ 8.00

Personally appeared before me, Marguerite S. Kinard

F. C. Walker

and made oath that he saw the within-named

sign, seal and at his act and deed, deliver the within-written Deed and that he was with Osborne H. Rhodes

Sworn to before me, this 6th

day of May, A. D. 1965

Osborne H. Rhodes

Notary Public for S. C.

Marguerite S. Kinard

THE STATE OF SOUTH CAROLINA,

Colleton County.

Osborne H. Rhodes

RENUNCIATION OF DOWER

do hereby certify unto all whom it may concern, that Mrs. Martha W. Walker, a Notary Public for S. C.,
 F. C. Walker the wife of the within-named

by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, rescission, release and forever
 relinquish unto the within-named Kenneth R. Walker, his

Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 6th day of May, Anno Domini 1965

Osborne H. Rhodes

Notary Public for S. C.

Martha W. Walker

Recorded the above conveyance this 7th day of March, 4 P. M., 1966

A. B. Crosby

C.C.&R.M.C.

138/36

36

Mid State Homes Inc. to Furman C. Walker (F. C. Walker)

THE STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON.

KNOW ALL MEN BY THESE PRESENTS, THAT

Mid-State Homes, Incorporated

In the State aforesaid _____ in consideration of the sum of
 Four Thousand Dollars and 00/100 (\$4,000.00) _____ DOLLARS,
 to _____ US in hand paid at and before the sealing of these presents by _____ Furman C. Walker (F. C. Walker)

In the State aforesaid _____ the receipt whereof is hereby acknowledged, have granted, bargained, sold and
 released, and by these presents do grant, bargain, sell and release, unto the said _____ Furman C. Walker (F. C. Walker), his heirs and assigns

All that piece, parcel or lot of land, located in Ritter School District, Colleton County, S. C.,
 containing one and eight hundred and thirty-eight thousandths (1.838) acres, and measuring and
 bounded as follows to wit: Measuring six hundred and seven tenths (600.7) feet on the North-North-
 east and being bounded thereon by other lands of Furman C. Walker; Measuring one hundred fifteen
 and five tenths (115.5) feet on the East-Southeast and being bounded thereon by private road
 leading to Furman C. Walker's house. Measuring five hundred sixty three and five tenths (563.5)
 feet on the South-Southwest and being bounded thereon by Colleton County Farm; Measuring one
 hundred fifty-five and five tenths (155.5) feet on the West-Northwest and being bounded thereon
 by Simmons Estate.

For a more specific description of the above referred to lot, reference may be had to plat pre-
 pared by J. N. Frank, Registered Land Surveyor, dated February 20, 1963, and recorded in the
 R.M.C. Office for Colleton County in Plat Book 11, page 112. The above described lot of land is
 a portion of that tract of land which was conveyed to Furman C. Walker by D. C. L. Hiers by Deed
 dated January 19, 1945, and recorded in the R. M. C. Office for Colleton County in Deed Book 89
 page 185.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said _____

Furman C. Walker (F. C. Walker), his _____

Heirs and Assigns, forever.

AND _____ does hereby bind himself and his _____

Furman C. Walker (F. C. Walker), his _____

to warrant and forever defend all and singular, the said Premises unto the said _____

Heirs and Assigns, against _____

lawfully claiming, or to claim the same, or any part thereof.

WITNESS _____ OUR _____

Hand and Seal, this _____ 4th _____ day of _____ May _____

_____ in the year of our Lord one thousand

_____ Sixty-five _____ and in the one hundred and _____ eighty-ninth _____

year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of _____

Yolanda R. Cruz _____

Carolyn Potter _____

MID STATE HOMES, INCORPORATED (Corporate _____)

By J. M. Kelly Vice President (Seal affixed) (L. S.)

D. L. Gray, Asst. Sec. (L. S.)

THE STATE OF _____

HILLSBOROUGH _____

Fed. Stamp \$ 4.40

S. C. Stamp \$ 2.00

Personally appeared before me _____ Yolanda R. Cruz

and made oath that he saw the within-named _____ Mid-State Homes, Incorporated, by its Vice Pres. J. M. Kelly and

Asst. Sec. D. L. Gray _____

sign, seal, and deliver the within-written Deed; and that _____

with _____ Carolyn Potter _____

Witnessed the execution thereof.

Sworn to before me, this _____ 4th _____ day of _____ May _____

_____ A. D. 19 _____ 65 _____

Junnie D. Terouillopi - seal affixed (SEAL)

Commission expires Sept 2, 1968 Notary Public for _____ FLA.

Yolanda R. Cruz

THE STATE OF SOUTH CAROLINA,

RENUNCIATION OF DOWERS

Colleton County, _____

_____ a Notary Public for S. C.,

do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within-named

by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons, whatsoever, rescind, release and forever

relinquish unto the within-named _____

Heirs and Assigns, all her interest and estate, and also her right and claim of dower, of, in or to all and singular and premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ A.D. 19 _____

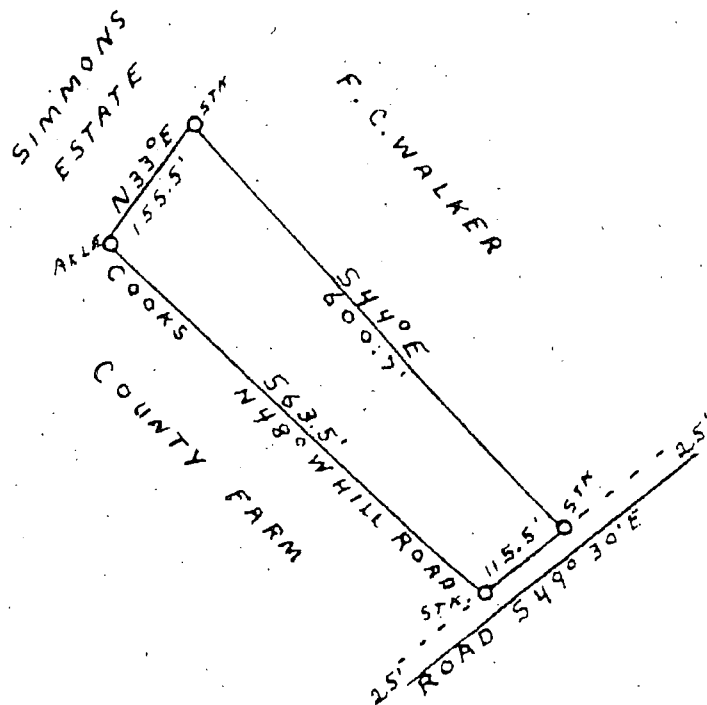
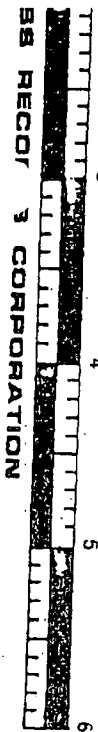
Notary Public for S. C. (SEAL)

Recorded this above conveyance this _____ 6th _____ day of _____ May _____ 5 P. M. _____ 65

A. B. Crosby

G. C. & R. M. C.

11/112



SOUTH CAROLINA
COLLETON COUNTY

I CERTIFY FOR RANDOLPH WALKER
ONE AND EIGHT HUNDRED AND THIRTY EIGHT THOUSANDTH
AN ACRE OF LAND AS SHOWN, TO BE CONVEYED TO
BY F.C. WALKER. LOCATED JUST N.E. OF GREEN POND
NEAR WALTERBORO.

SCALE: 1 INCH = 200 FEET FEB. 20, 1963

J. N. Frank
RPE & LS

Recorded

OIL AND GAS LEASE

AGREEMENT, made and entered into this 19th day of June, 1985, for a term (as provided in paragraph #2 below) to begin on December 14, 1989, which is deemed to be the date hereof for the purposes of this lease by and between Kenneth R. Walker

whose address is: P.O. Box 268, Wattleburg, S.C. 29488

Lessor (whether one or more)
and ESSEX OIL & GAS CORPORATION, a South Carolina Corporation, party of the second part, hereinafter called Lessee.

WITNESSETH:

1. Lessor in consideration of One Dollar (\$1.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein, receipt and sufficiency of which being hereby acknowledged by Lessor, grants, leases and lets exclusively unto Lessee for the purpose of exploring and drilling for and producing oil and/or gas, including casing-head gas and casinghead gasoline, coal gas, and other gases, and their respective vapors, including the right of fracturing coal seams, laying pipe lines, building roads, tanks, compressors and other facilities thereon necessary to produce, save, store, treat, transport and own said products, the following land in Colleton County, South Carolina to wit:

SEE EXHIBIT "A" ATTACHED FOR MORE PARTICULAR DESCRIPTIONS OF LANDS INCLUDED IN THIS LEASE.

RECORDED September 10, 1985-2PM
Emily N. Bayliff
REC. COLLETON COUNTY

containing 220.618 acres of land, more or less; including all oil, gas, casinghead gas, casinghead gasoline, coal gas, or any of the products covered by this lease, underlying easements and rights-of-way which traverse or adjoin said land; and also, in addition to the above described land, all land adjoining the same and owned or claimed by Lessor. This lease shall cover all the interest actually owned or claimed by Lessor, even though incorrectly stated above. For the purpose of calculating any payments based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated, whether they actually contain more or less. Furthermore, Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from the date hereof, called "primary term," and, after the expiration of the primary term, shall remain in force so long as either or both of the following conditions shall prevail without cessation or interruption of more than three consecutive months: (a) so long as oil, gas, casinghead gas, casinghead gasoline, coal gas, or any of the products covered by this lease is produced from said land hereunder; (b) so long as Lessee is engaged in drilling or reworking operations on said land hereunder. Drilling operations shall be deemed to be commenced when the first material is moved in or the first work done.

3. The royalties to be paid by Lessee are: (a) on oil or condensate, one-eighth of that produced and saved from said land, to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as

crude; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products, the market value at the well of one-eighth of the amount realized from the sale. Lessee shall have free use of oil, gas and water from the land, except water from the Lessor's wells, for all operations hereunder, and the royalty on oil and/or gas shall be computed after deducting any used. Where gas has been discovered on said land or on land pooled and consolidated with any of said land, Lessee at Lessee's election may at any time or times during or after the primary term pay Lessor as royalty (in addition to the royalties provided above) the sum of \$1.00 per acre for each acre of said land then covered by this lease, or the gross sum of \$200.00 whichever is greater, and it shall be considered that gas is being produced hereunder for a period of one year from the date on or for which any such payment is made. Any such payment or any payment of royalties may be paid or tendered by check or draft to Lessor or to Lessor's credit in the Enterprise Bank at Waller, S.C. or such other Bank as may be designated by Lessor with thirty (30) days written notice to Lessee by registered U. S. Mail at Lessee's principal place of business. *KRW*

4. Lessee, at its option, is given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other contiguous land, or leases in the immediate vicinity, when it is necessary or advisable to do so to properly develop and operate the premises in compliance with lawful spacing rules (generally units of 40 acres for oil and 640 acres for gas, but otherwise as may be lawful) prescribed for the field in which this lease is situated, or when in Lessee's judgement of sound engineering practice, it is advisable in order to provide the ultimate production of the oil and gas in and under and that may be produced from the pooled acreage. Lessee shall execute an instrument identifying said pooled acreage. The entire acreage pooled into a unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as though included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive from a pooled unit only such portion of royalty stipulated herein as the amount of his acreage in the unit or his royalty interest on an acreage basis bears to the total acreage pooled in the particular unit involved.

5. Lessee shall have the right at any time during or within one hundred and eighty (180) days after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land or that is actually constructed prior to the commencement of drilling operations on the above described lands without Lessor's consent. Lessee shall pay for damages caused by Lessee's operations to houses, barns, growing crops, trees, live-stock, roads and fences.

6. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division of ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. Mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or of the portion thereof, who commits such breach. In the event of the death of any person entitled to royalties hereunder, Lessee may pay or tender such to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid.

7. After the discovery of oil and/or gas in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil and/or gas in paying quantities, or such greater spacing requirements established by law. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the oil and/or gas capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank.

8. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land when Lessor is in arrears on the payment thereof, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and

apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties to be paid Lessor shall be reduced proportionately.

9. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more of all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors, and assigns of Lessor and Lessee.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil and/or gas therefrom by acts of God, or by operation of force majeure, or any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. Within thirty (30) days prior to the expiration of the primary term of this lease, or if operations are being conducted on said lease or land pooled therewith at the expiration of the primary term in such manner as to maintain this lease in force, within thirty (30) days after the completion of a dry hole resulting from such operations, Lessee may extend the primary term of this lease as to all or any part of the acreage then covered hereby, for an additional five (5) years beyond the initial primary term by written notification of action taken and by making or tendering payment to Lessor or such successor in interest in any depository bank named herein or in any amendatory instrument in the sum of \$5.00*****for each net acre as to which the lease is so extended. If this option is exercised by Lessee, the lease as extended will be treated as if the original primary term had been five (5) years longer.

TO HAVE AND TO HOLD the same unto said Lessee, his personal representatives, successors, licensees and assigns according to the terms and conditions of this lease herein stated.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Sandy Nettles
Virginia Lutzgard

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Sandy Nettles
Virginia Lutzgard

LESSOR(S):

Kenneth R. Walker
Kenneth R. Walker, Lessor (Seal)

(Seal)

(Seal)

LESSEE: ESSEX OIL & GAS CORPORATION
a South Carolina Corporation

BY: Rudy Schwarz
Rudy Schwarz (Seal)
Authorized Leasing Agent

All that certain tract or parcel of land situate, lying and being in the Ritter School District of Colleton County, South Carolina, containing (1.838) acres, more or less, and bounded now or formerly as follows; North and Northeast by lands of Furman C. Walker; East and Southeast by a private road leading to Furman C. Walker's; South and Southwest by the Colleton County Farm; and West Northwest by lands of the Simons Estate. (ALSO): All that certain tract or parcel of land situate, lying and being in the Ritter School District of Colleton County, South Carolina, containing (15.16) acres, more or less, and bounded now or formerly as follows; North by creek separating same from lands of Bennett; East by lands of F. C. Walker; South by lands of F. C. Walker, a private road being the line; and West by lands of Kenneth R. Walker and lands of Bennett. (ALSO): All that certain tract or parcel of land situate, lying and being in the Ritter School District of Colleton County, South Carolina, containing (81.5) acres, more or less, and bounded now or formerly as follows; North by lands of L. S. Mitchell, Sr. et al, lands of Billy and Starr Bennett and lands of Kenneth R. Walker; East by lands of W. C. Walker; South and Southeast by lands of W. S. Simons, Jr. lands of Roy C. Walker and lands of Leslie McGraw; and West and Southwest by State Road S-15-377 and lands of Kenneth R. Walker. (ALSO): All that certain tract or parcel of land situate, lying and being in the Verdier Township, Colleton County, South Carolina, containing (107.6) acres, more or less, and being more particularly described on a plat prepared by S. S. Snook, Surveyor, dated November 14, 1975, and recorded in Plat Book 16, Page 130, recorded in the Office of the Clerk of the Court of Colleton County, South Carolina. (ALSO): All that certain tract or parcel of land lying and being in the Ritter School District of Colleton County, South Carolina, containing (3.52) acres, more or less, and bounded now or formerly as follows; Northeast by lands of Judy T. Walker; Southeast by lands of Simons and by a 40 foot strip; Southwest by lands of McGraw; and Northwest by lands of F. C. Walker. (ALSO): All that certain tract or parcel of land situate, lying and being in Colleton County, South Carolina, containing (11) acres, more or less, and bounded now or formerly as follows; Northeast by lands of F. C. Walker; Southeast by lands of W. S. Simons; Southwest by lands of Kenneth R. Walker; and West and Northwest by lands of F. C. Walker; as reference to a plat prepared by W. Gene Whetsell, Surveyor, dated 27 January 1971, will more fully show. Said tracts of land being the same tracts of land described in a deed to Kenneth R. Walker from Judy T. Walker, which deed is dated, June 6, 1982, and recorded in Deed Book 246, Pages 111-114, in the Office of the Clerk of the Court of Colleton County, South Carolina, reference being made to said deed and said plat for a more particular description.

KRW

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Sandy N. Hettler and made oath that she saw the within-named Kenneth R. Walker sign, seal and as HIS act and deed, deliver the within-written Lease for the uses and purposes therein mentioned and that she, with Virginia Ritzgail, witnessed the execution thereof.

SWORN to before me this 19th day of June, 1985.

Virginia Ritzgail (L.S.)

Notary Public of South Carolina My Commission Expires: 2/18/94

STATE OF SOUTH CAROLINA

COUNTY OF

Personally appeared before me _____ and made oath that _____ saw the within-named _____ sign, seal and as _____ act and deed, deliver the within-written Lease for the uses and purposes therein mentioned and that _____, with _____, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 1985.

(L.S.)

Notary Public of South Carolina My Commission Expires: _____

STATE OF SOUTH CAROLINA

COUNTY OF

Personally appeared before me _____ and made oath that _____ saw the within-named _____, its _____, sign the within Oil and Gas Lease for the uses and purposes therein mentioned, and the said Corporation, by said _____, seal said Oil and Gas Lease, and as its act and deed, deliver the same, and that _____, with _____, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 1985.

(L.S.)

Notary Public of South Carolina My Commission Expires: _____

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Sandy N. Hettler and made oath that she saw the within-named ESSEX OIL & GAS CORPORATION, by Rudy Schwarz, its Authorized Leasing Agent, sign the within Oil and Gas Lease for the uses and purposes therein mentioned, and the said Corporation, by said Agent, seal said Oil and Gas Lease, and as its act and deed, deliver the same, and that she, with Virginia Ritzgail, witnessed the execution thereof.

SWORN to before me this 19th day of June, 1985.

Virginia Ritzgail (L.S.)

Notary Public of South Carolina My Commission Expires: 2/18/94

NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires: _____
My Office: _____
My Address: _____
My City: _____
My State: _____
My Zip: _____

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

KNOW ALL MEN BY THESE PRESENTS, That JUDY T. WALKER in the State aforesaid for and in consideration of the sum of ONE and 00/100 (\$1.00) Dollar, and exchange of property to me in hand paid at and before the sealing of these presents by KENNETH R. WALKER in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said KENNETH R. WALKER, his heirs and assigns forever, the following described real estate, to-wit:

TRACT NO. 1: ALL that piece, parcel or lot of land, located in Ritter School District, Colleton County, South Carolina, containing one and eight hundred and thirty-eight thousandths (1.838) acres and measuring and bounded as follows, to-wit: Measuring six hundred and seven-tenths (600.7) feet on the North-Northeast and being bounded thereon by other lands of Furman C. Walker; Measuring one hundred fifteen and five-tenths (115.5) feet on the East-Southeast and being bounded thereon by private road leading to Furman C. Walker's house; Measuring five hundred sixty-three and five-tenths (563.5) feet on the South-Southwest and being bounded thereon by Colleton County Farm; Measuring One Hundred Fifty-five and five-tenths (155.5) feet on the West-Northwest and being bounded thereon by Simons Estate.

TRACT NO. 2: ALL that piece, parcel or tract of land, situate, lying and being in Ritter School District, Colleton County, South Carolina, containing 15.16, more or less, acres and bounded as follows, to-wit: On the North by creek separating same from lands formerly owned by C. B. Simons, now lands of Bennett; On the East by lands of F. C. Walker from which this tract is cut; On the South by lands of F. C. Walker, a private road being the line; and, On the West by lands of Kenneth R. Walker and lands of Bennett.

For a more specific description of property, reference may be had to plat prepared by J. N. Frank, R. L. S. dated May 21, 1966 and recorded in the R. M. C. Office for Colleton County in Plat Book 12, at Page 87.

TRACT NO. 3: ALL that piece, parcel or tract of land, with buildings and improvements thereon, situate, lying and being in Ritter School District, Colleton County, South Carolina, containing Eighty one and five-tenths (81.5) acres, more or less, and bounded as follows, to-wit: On the North by lands of L. S. Mitchell, Sr., et al, lands of Billy and Starr Bennett and lands of Kenneth R. Walker; On the East by lands of W. C. Walker; On the South-Southeast by lands of W. S. Simons, Jr., lands of Roy C. Walker and lands of Leslie McGraw; and, On the West-Southwest by State Road S-15-377 and lands of Kenneth R. Walker.

For a more specific description of the above described tract of land, reference may be had to plat prepared by

Grantee's Address: Rte. 1, Box 48-1
Walterboro, S. C.

RECORDED June 8, 1982 - 1044M
Emile N. Baggett
R.M.C. COLLETON COUNTY

195-00-00-069-TRACTS 1, 2, 3, & 4
T.M.S. 195-00-00-066
DATE 6-9-82
R. L. S. FRANK
ASSESSOR COLLETON COUNTY

LAW OFFICES
HARFELSON & GARDINER
& ALEXANDER
WALTERBORO, S.C. 29988

S. S. Snook, R. L. S., dated August 19, 1975 and recorded in the R. M. C. Office for Colleton County in Plat Book 16, at Page 130, and Plat recorded in the Clerk of Court's Office in Plat Book 16, at Page 95,

IT is understood and agreed that the said Mrs. Martha Ann W. Walker, widow of F. C. Walker, shall have the right to occupy the dwelling on said property with one (1) acre of land around it; said right shall continue so long as she uses it personally and solely and such right is not assignable. She shall always have full right of ingress and egress over the road on said property leading to the dwelling.

TRACT NO. 4: ALL that certain piece, parcel or tract of land, in Verdier Township, Colleton County, South Carolina, containing One Hundred seven and six-tenths (107.6) acres, more or less, and bounded as follows, to-wit: On the North by lands of L. S. Mitchell, et al; On the East by lands of W. C. Walker; On the South by lands of W. C. Walker and lands of Kenneth R. Walker; and, On the West by lands of Billy and Starr Bennett.

For a more specific description of the above described tract of land reference may be had to Plat prepared by S. S. Snook, R. L. S., dated November 14, 1975 and recorded in the R. M. C. Office for Colleton County in Plat Book 16, at Page 130.

THE above parcels being the property conveyed to JUDY T. WALKER recorded in the R. M. C. Office for Colleton County, South Carolina, April 21, 1976 in Deed Book 185, at Page 475.

ALSO: ALL that certain piece, parcel or tract of land in Ritter School District, County of Colleton, South Carolina, Measuring and containing 3.52 acres, more or less, bounded as follows, to-wit: On the Northeast by the tract below described being herein conveyed to Judy T. Walker, On the Southeast by lands of Simons and by a forty (40') foot strip retained for access to the tract below described; On the Southwest by lands, now or formerly, of McGraw; and, On the Northwest by lands, now or formerly of F. C. Walker.

THE above tract is composed of a five and one-hundredths (5.01) acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 17 October 1968, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 150, at Page 298, and a fifty-one-hundredths (.51) acre tract conveyed to Roy C. Walker by deed of F. C. Walker dated 26 July 1965, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 138, at Page 381, SAVING AND EXCEPTING a 2 acre tract conveyed by Roy C. Walker to Sherman L. McGraw and Geraldine B. McGraw by deed dated 14 August 1973, recorded in the Office of the Clerk of Court for Colleton County in Deed Book 172, at Page 139.

ALL that piece, parcel or tract of land, situate, lying and being about three (3) miles South of the City of Walterboro, in the County of Colleton, State of South Carolina, containing eleven (11) acres, more or less, and bounded, now or formerly, as follows, to-wit: On the Northeast by lands of F. C. Walker; On the Southeast by lands of W. S. Simons; On the Southwest by Parcel No. 1 above described; and on the West and Northwest by lands of F. C. Walker, as reference to a plat prepared by W. Gene Whetsell, R. L. S., of date 27 January 1971, will more fully show.

THIS being the same property conveyed to Grantor by Roy C. Walker by that certain deed dated December 1, 1977 and recorded December 6, 1977 in Deed Book 192, at Page 176.

IT being the intention of the Grantor herein to convey all of her right, title and interest in those properties shown on the Tax Records of Colleton County as being TMS-195-00-00-069 containing 207.0 acres and TMS 195-00-00-066 containing 14.5 acres.

GRANTEE by acceptance of this Deed agrees to hold the Grantor harmless and to assume responsibility for the following:

1. That certain BOND given by Grantor to the State of South Carolina Land Resources Conservation Commission dated August 23, 1979 and recorded August 29, 1979 in Mortgage Book 190, at Page 276, giving Bond for mining in the amount of \$12,500.00 on the 11 acre tract described herein.
2. That certain Mortgage to The Federal Land Bank dated and recorded December 5, 1975 in Mortgage Book 174, at Page 78.
3. That certain Bond on John Furman Walker given by Grantor to the United States District Court dated December 5, 1980, and recorded December 8, 1980, in Deed Book 219, at Page 101.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said KENNETH R. WALKER, his Heirs and Assigns forever.

AND I do hereby bind MYSELF, MY Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said KENNETH R. WALKER, his Heirs and Assigns, against me and my Heirs, ~~and all persons~~ *J.W.* ~~whomsoever lawfully claiming, or to claim the same or any part thereof~~

WITNESS my Hand and Seal, this 6th day of JUNE, in the year of our Lord one thousand nine hundred and EIGHTY TWO and in the two hundred and SIXTH year of Sovereignty and Independence of the United State of Amercia.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
[Signature]

[Signature] (L.S.)
JUDY T. WALKER

THE STATE OF SOUTH CAROLINA,
COLLETON COUNTY.

PERSONALLY appeared before me T.K. ALEXANDER
and made oath that he saw the within named JUDY T. WALKER
sign, seal, and as HER act and deed, deliver the within written
Deed, and that he with GERALD C. SMOAK witnessed
the execution thereof.

SWORN to before me, this 6th
day of JUNE, A. D., 1982.

T.K. Alexander (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10-10-83

000000883 Bk001004 Pg00061

STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF COLLETON	)	TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS, that I, Kenneth R. Walker, hereinafter Grantor, in the State aforesaid, for and in consideration of the sum of Five and 00/100 (\$5.00) DOLLARS, in hand paid at and before the sealing and delivery of these presents by ~~Sister~~ Catherine W. Brooks, 505 Johnson Avenue Columbia, South Carolina, 28203 hereinafter Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto Catherine W. Brooks, her heirs and assigns, the following described property:

Tract No. 1: All that certain piece, parcel or lot of land, located in Ritter School District, Colleton County, South Carolina, containing one and eight hundred and thirty-eight thousandths (1.838) acres and measuring and bounded as follows, to-wit: Measuring six hundred and seven tenths, (600.7) feet on the North-Northeast and being bounded thereon by other lands of Furman C. Walker; Measuring one hundred fifteen and five-tenths (115.5) feet on the East-Southeast and being bounded thereon by private road leading to Furman C. Walker's house; Measuring five hundred sixty-three and five-tenths (563.5) feet on the South-Southeast and being bounded thereon by Colleton County Farm; Measuring One Hundred Fifty-five and five-tenths (155.5) feet on the West-Northwest and being bounded thereon by Simons Estate.

Tract No. 2: All that piece, parcel or tract of land, situate, lying and being in Ritter School District, Colleton County, South Carolina, containing 15.18, more or less, acres and bounded as follows, to-wit: On the owned by C.B. Simons, now lands of Bennett; On the East by lands of F.C. Walker from which this tract is cut; On the South by lands of F.C. Walker, a private road being the line; and, On the West by lands of Kenneth R. Walker and lands of Bennett.

Subject to all easements, restrictions and rights of way of record

TAX 195-00-00-009
 DATE 2-13-08
 GEORGE R. MCCORMACK
 ASSESSOR COLLETON COUNTY

000000883 BK:01004 PG:00063

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw
the within named Kenneth R. Walker, sign, seal and as its act and deed, deliver the within
written Deed, and that (s)he, with the other witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS

5 day of ^{Feb.} November, 2003

Joel Sweet

BO
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6-10-2004

Doc# 000000883 EXEMPT
FILED, RECORDED, INDEXED
02/11/2003 11:51:05AM
BK: 01004 PG: 00063 Pages: 3
Rec Fee: 10.00
Clerk of Court
Patricia C. Grant

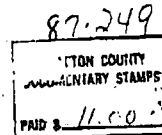
Deliver to: SFP LAW FIRM
ATTORNEY AT LAW

02/11/2003

DEED BOOK 389 PAGE 243

05150

Form No. 116—Title to Real Estate by a Corporation

The State of South Carolina,
COUNTY OF COLLETON

T.M.S. 175-00-00-069

DATE 8-28-87

W. GEORGE WHITESELL
ASSESSOR COLLETON COUNTY

EHA Q. REED, CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS, That

COLLETON COUNTY, SOUTH CAROLINA,

SEE AFFIDAVIT ON FILE.

in the State aforesaid, _____ for and _____ in consideration of _____
 the absolute exchange of property _____
 to it in hand paid at and before the sealing of these presents, by KENNETH WALKER
 in the State aforesaid, _____ (the receipt whereof is hereby acknowledged)

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said
 KENNETH WALKER, his heirs and assigns forever, the following described
 real property, to-wit:

ALL that certain piece, parcel or tract of land situate, lying and
 being approximately 3 miles south of the Town of Walterboro, County
 of Colleton, State of South Carolina, containing Nine and Five/Tenths
 (9.5) acres, more or less, and being designated as Parcel 107 on Tax
 Map 195, records of the Colleton County Assessor. Said 9.5 acre
 tract is bounded as follows: North by lands of Starr Bennett; East
 by lands of Kenneth Walker; South by S.C. Road 80150377; and West
 by S.C. Highway 303.

The property intended to be conveyed herein is the same property
 conveyed to the within Grantor by Master's Deed (against M.C. Bryant,
 et al), dated March 8, 1982, and recorded March 8, 1982, in the Office
 of the Clerk of Court for Colleton County, South Carolina, in Deed
 Book 241 at Page 123.

Grantee's Address: Post Office Box 276, Walterboro, SC 29488

RECORDED August 24, 1987 - 4:02 P.M.
 EHA Q. REED
 CLERK OF COURT
 COLLETON COUNTY

DEED BOOK 389 PAGE 244

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said KENNETH WALKER, his Heirs and Assigns forever.

And the said COLLETON COUNTY, SOUTH CAROLINA (as hereby bind itself) and its successors, to warrant and forever defend all and singular the said premises unto the said KENNETH WALKER, his Heirs and Assigns, against itself and its successors and against every person whatsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF COLLETON COUNTY, SOUTH CAROLINA has caused

these presents to be executed in its name by DAVID L. CARTER its Supervisor and County Council Chairman (Insert name of President or Vice-President) Executed, and by JACQUELINE HOLMES its Clerk to Council (Insert name of Secretary or Treasurer)

and its corporate seal to be hereto affixed this 24th day of August two in the year of our Lord, one thousand nine hundred and Eighty-Seven, and in the one hundred and Twelfth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

Francis A. Carter
Witness
Lynne J. Keller
Witness

COLLETON COUNTY,
SOUTH CAROLINA

By *David L. Carter*
DAVID L. CARTER

ATTEST: *Jacqueline Holmes*
JACQUELINE HOLMES
Clerk to Council

DEED BOOK 389 PAGE 245

The State of South Carolina,

COUNTY OF COLLETON

PERSONALLY appeared before me Suzanne J. Keller

(Insert name of Witness)

who, in oath, says that he owns the within-named COLLETON COUNTY, SOUTH CAROLINA

(Insert name of Corporation)

by DAVID L. CARTER

(Insert name of President or Vice-President)

its Supervisor

and County Council Chairman

Executive and JACQUELINE HOLMES

its

Clerk to Council

(Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with

FRANCIS A. BARTON

(Insert name of other Witness)

witnessed the

execution thereof.

Suzanne J. Keller
(Witness)

SUBORN to before me, this

24th day of

August

, A. D. 19 87

Francis A. Barton (Seal)
Notary Public, S.C.

My Commission Expires: 12/30/88

DEED BOOK 389 PAGE 245

EST AUG 24 PM 4:02

COLLETON COUNTY
PUBLIC OFFICE

The State of South Carolina

COUNTY OF COLLETON

COLLETON COUNTY,

SOUTH CAROLINA

TO

KENNETH WALKER

TITLE TO REAL ESTATE

Filed this 24th day of
August, A. D. 1989,
at 4:02 o'clock, P. M.
and recorded Vol. 389 Page 243
Fee, \$

Ima O. Reed

Register Meane Conveyances.

Colleton County, S. C.

Recorded this day of
19

in Page

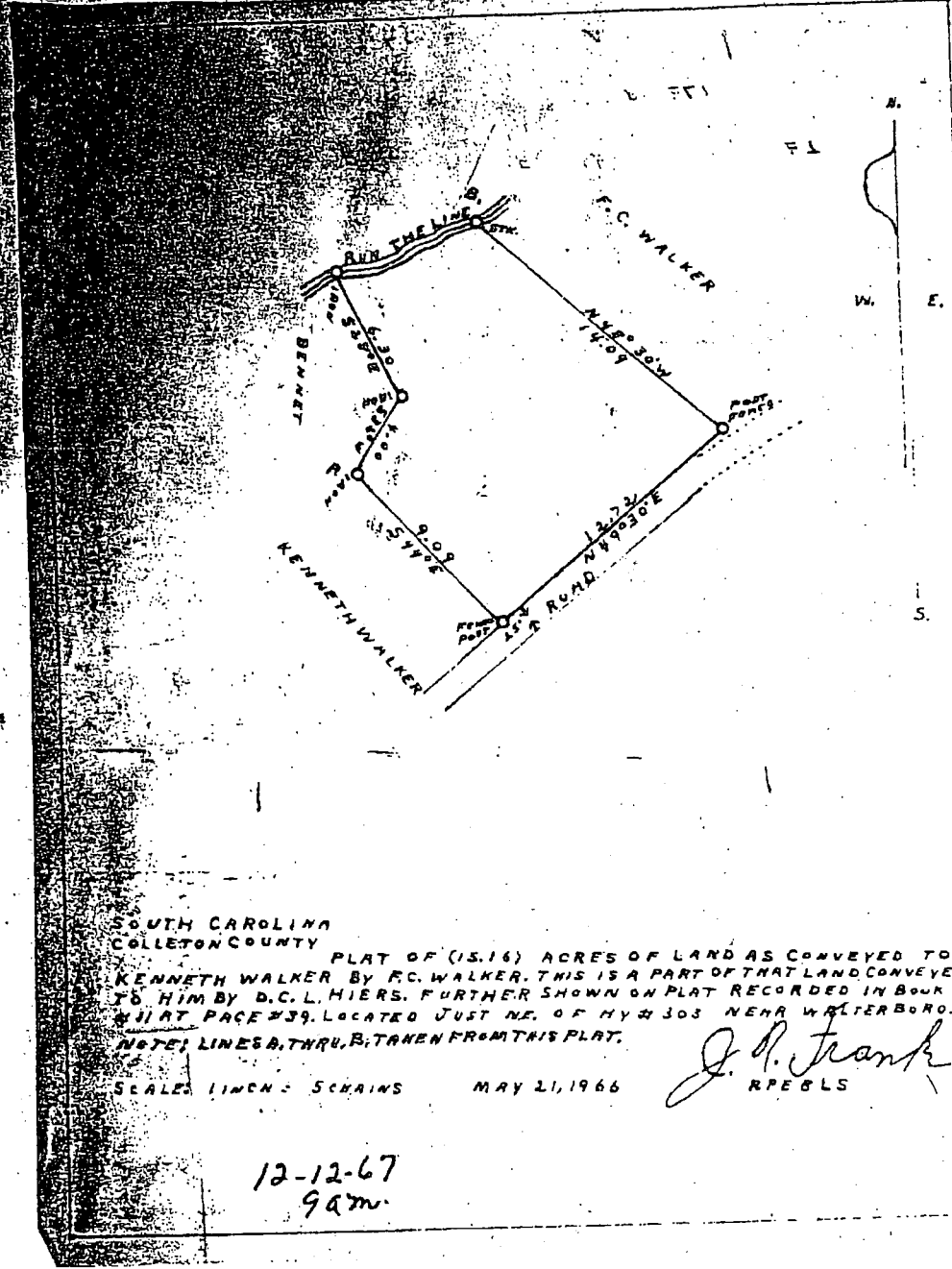
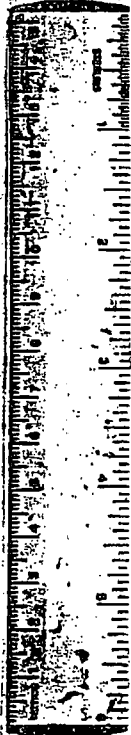
Fee, \$

Auditor County.

The K. L. Bryan Company, Columbia, S. C.

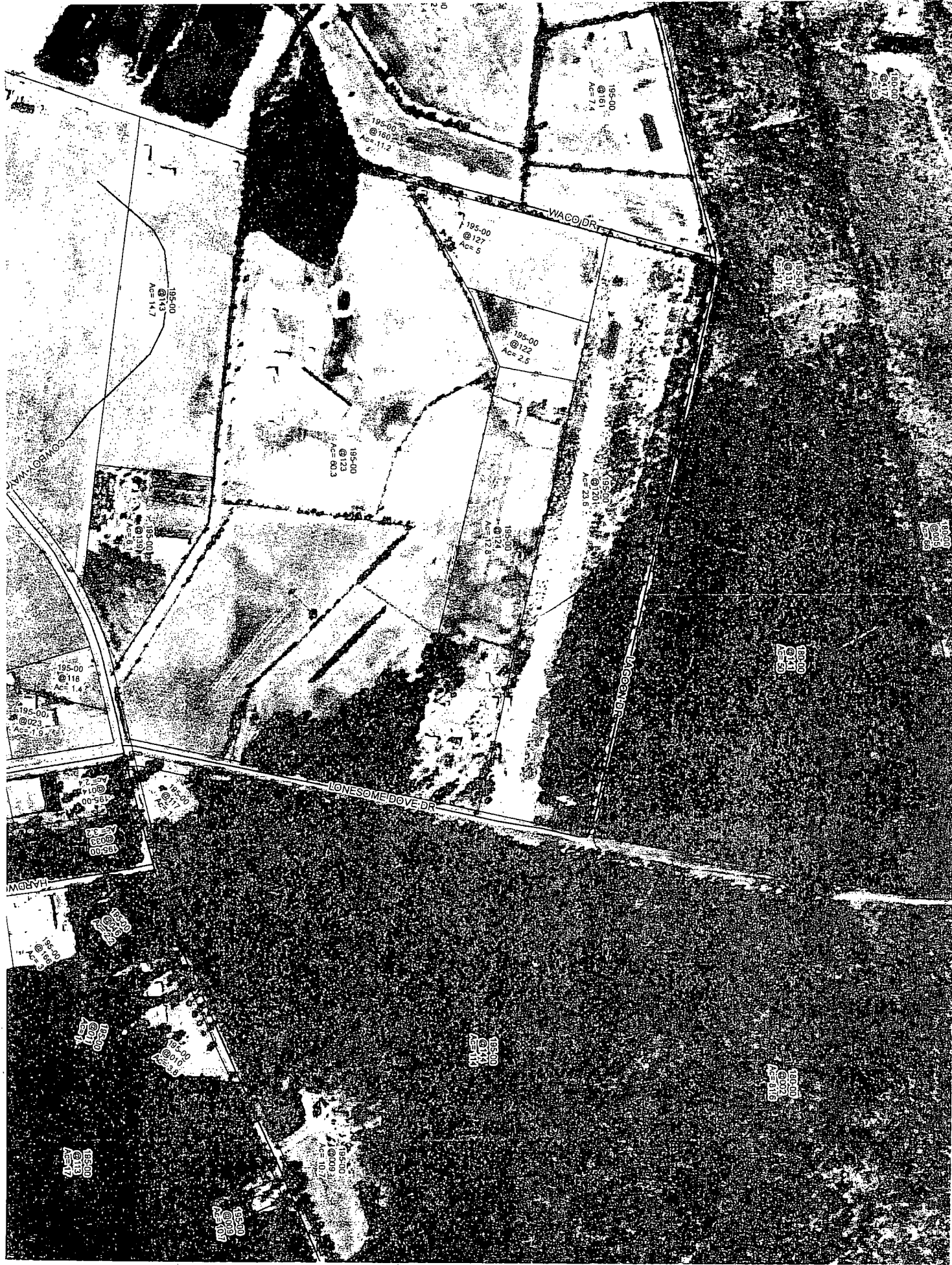
DEED 389 PAGE 246
BOOK

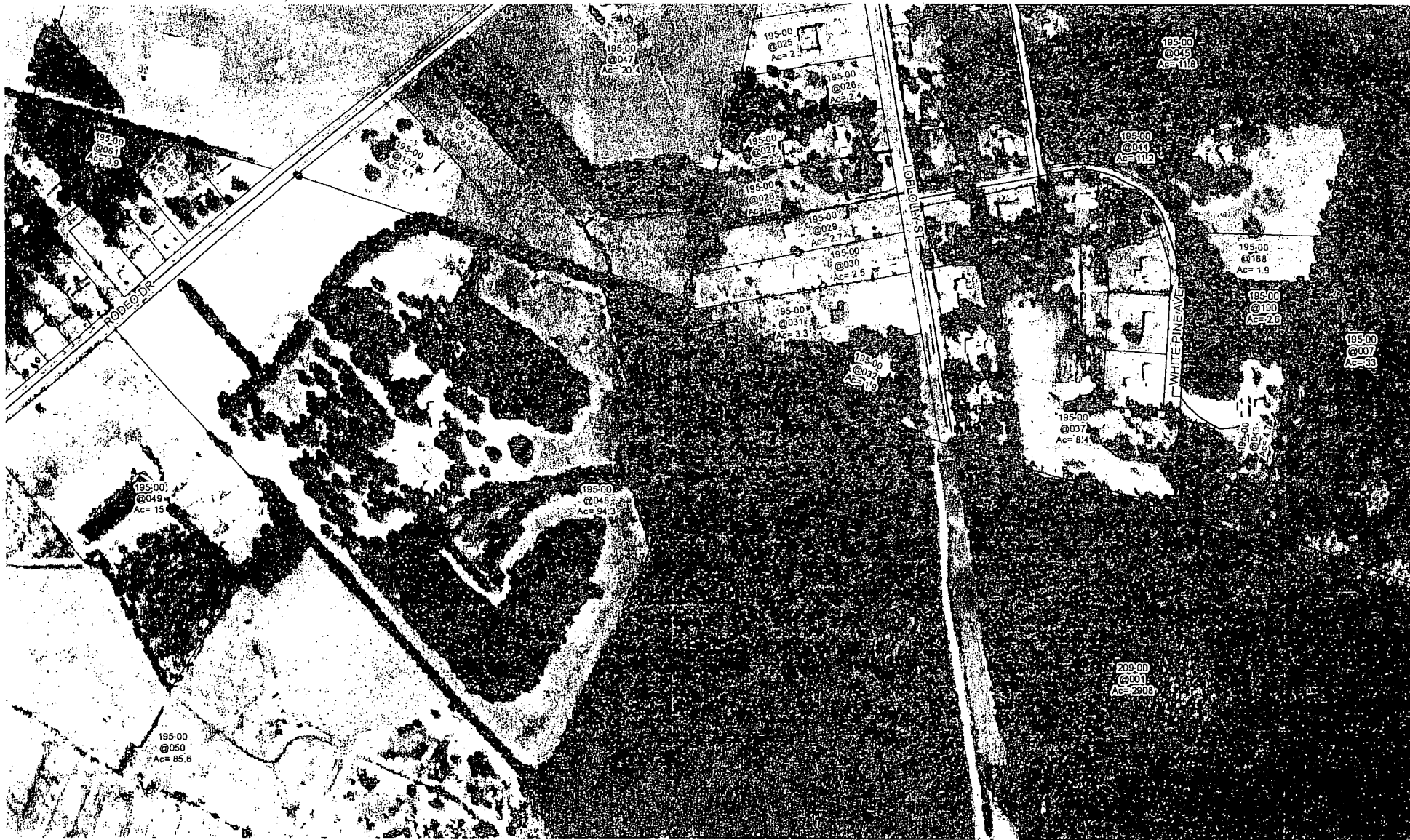
12/87



12-12-67
9am







195-00-00-155

02/03/2011

County Technology Dept.

1 inch = 500 feet



Colleton County GIS Online

ESRI Help Colleton County

Find Tax Parcel Find Tax Parcel by Owner Find Street Print Map

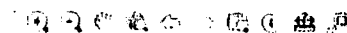
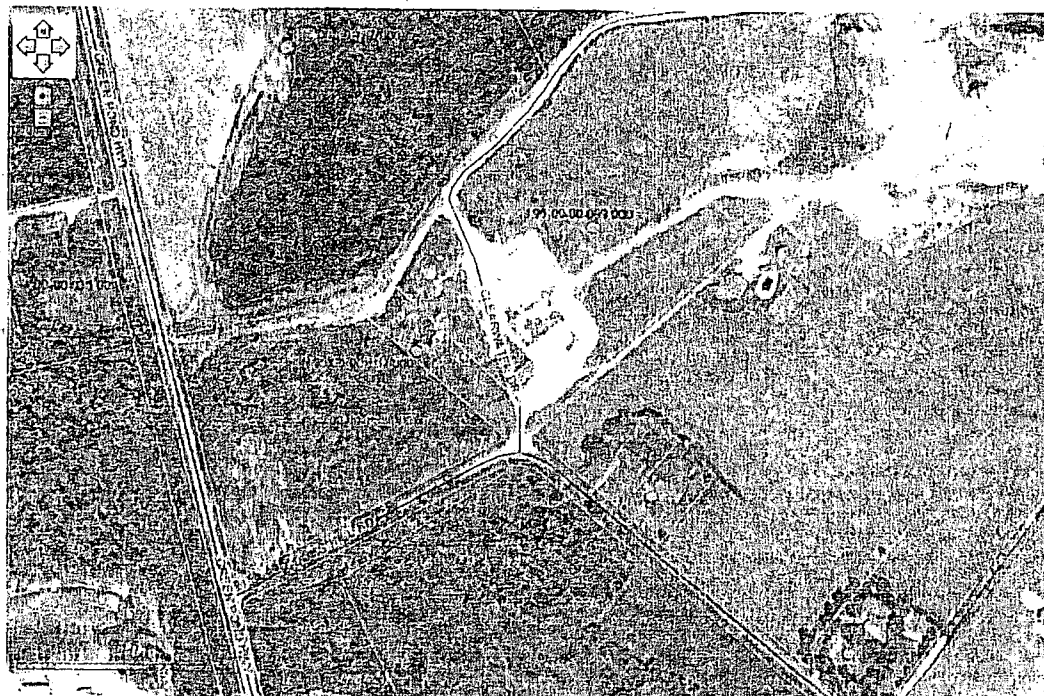
Results

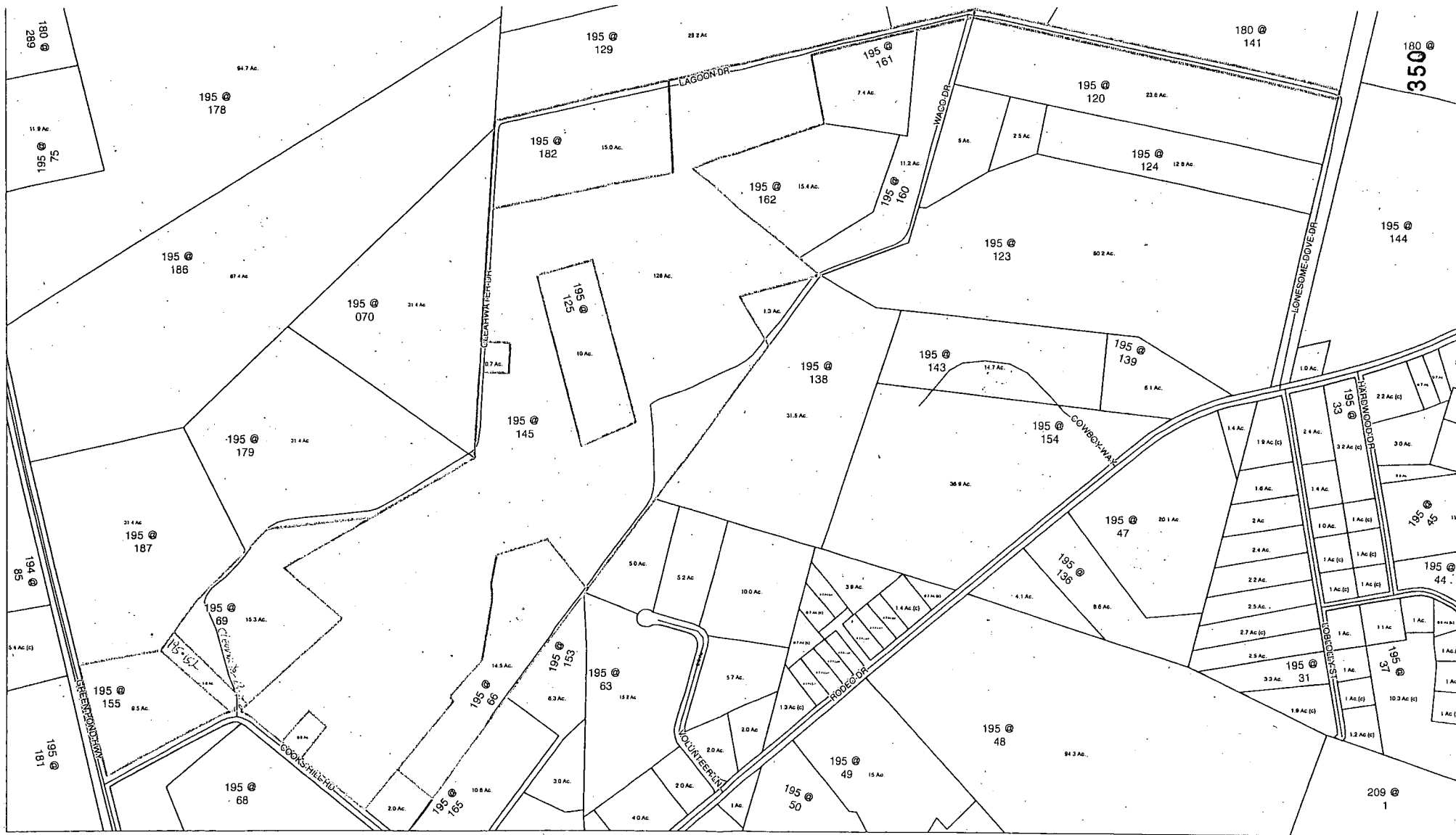
- ☒ 195-00-00-152 (2)
 - ☒ Tax Parcel Locations (1)
 - ☒ 1950000152000
 - ☒ Tax Parcel Boundaries (1)
 - ☒ 195-00-00-152.000

Object ID 8165
PIN 195-00-

Map Contents

- ☒ Base Data
 - ☒ Tax Parcel Locations
 - ☐ Colleton County
 - ☐ County_2011_Contours
 - ☒ Street Centerlines
 - ☐ Major Roads
 - ☐ Tax Grid
 - ☒ Tax Parcel Boundaries
 - ☐ Wetlands
 - ☐ County Zoning
 - ☐ Soils
- ☒ 2003 Imagery
 - ☒ 200 Scale Imagery





The information contained on this map is made available to the public as a service of the Colleton County GIS Division. This information is intended for general reference purposes only. Colleton County does not assume any liability for damages arising from errors, omissions, or use of this information. This information is offered to the public AS IS WITHOUT WARRANTY OF ANY KIND.

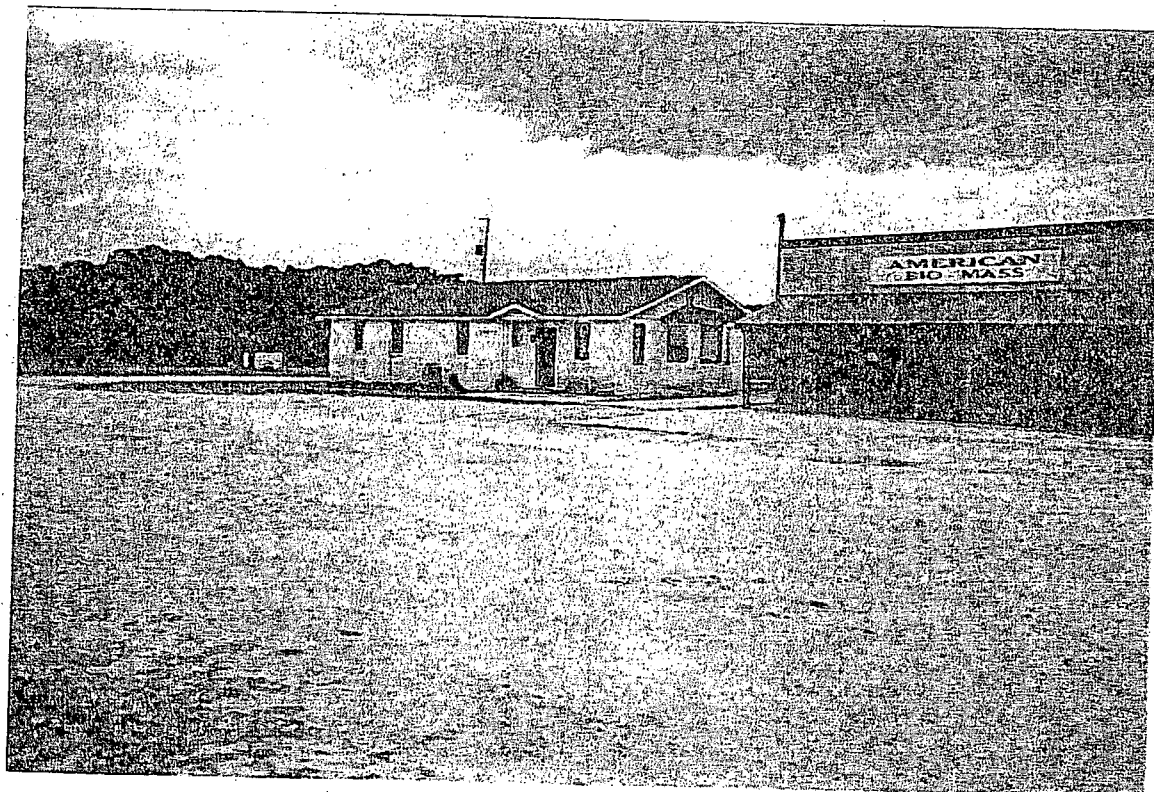
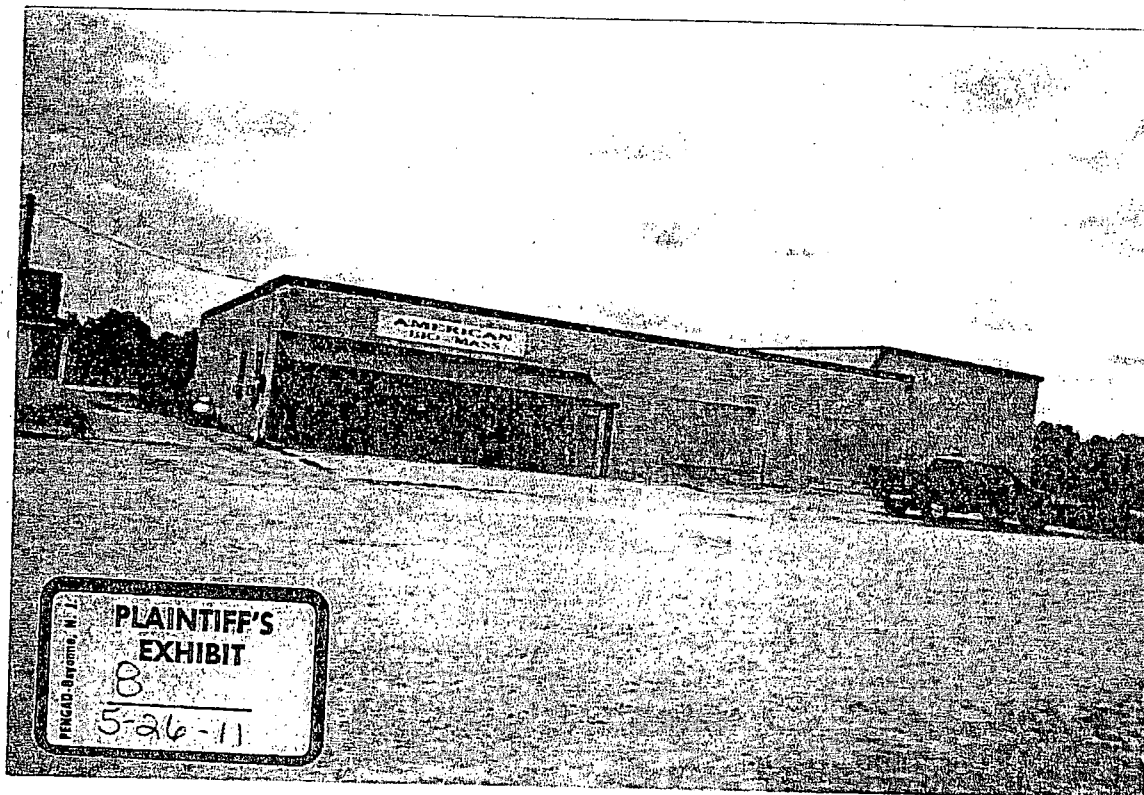


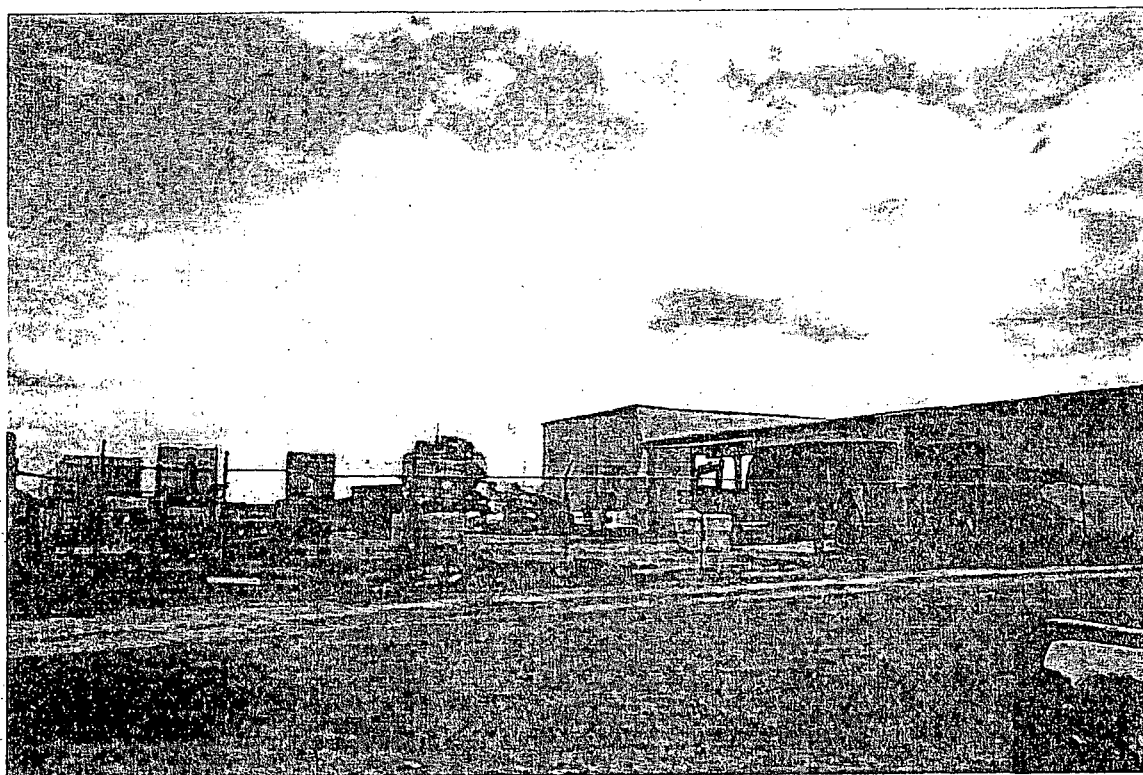
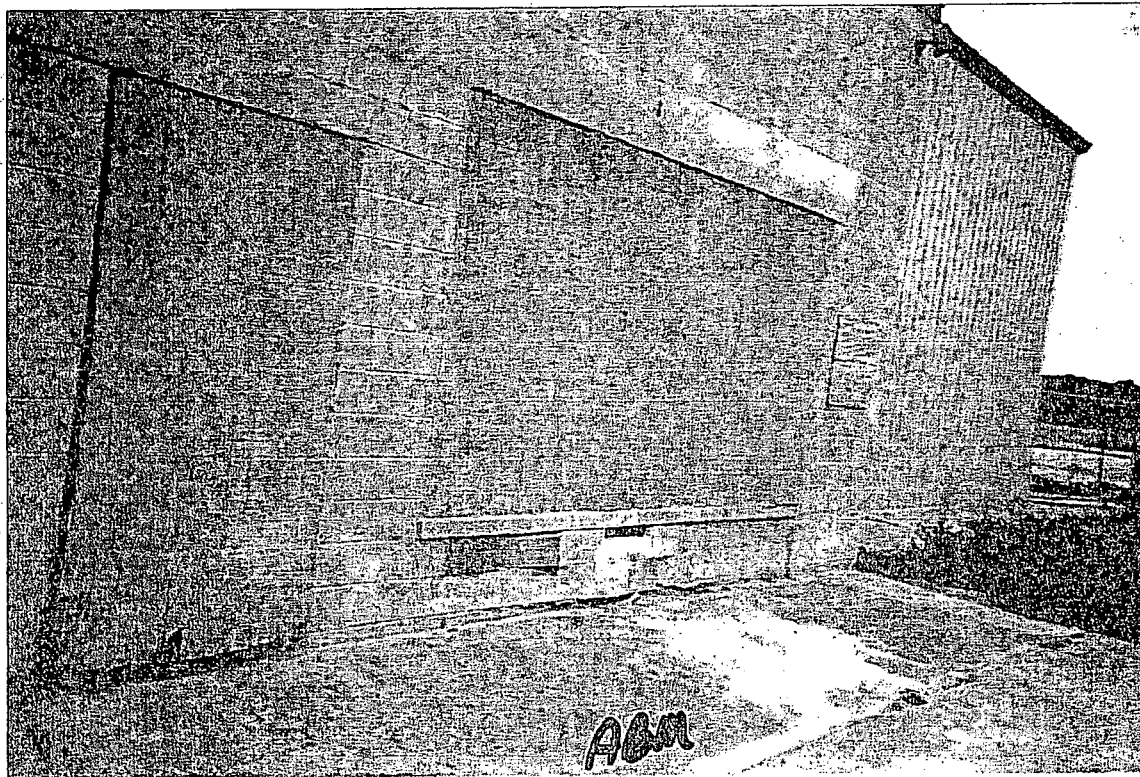
April 7, 2009
Colleton County Technology Dept.

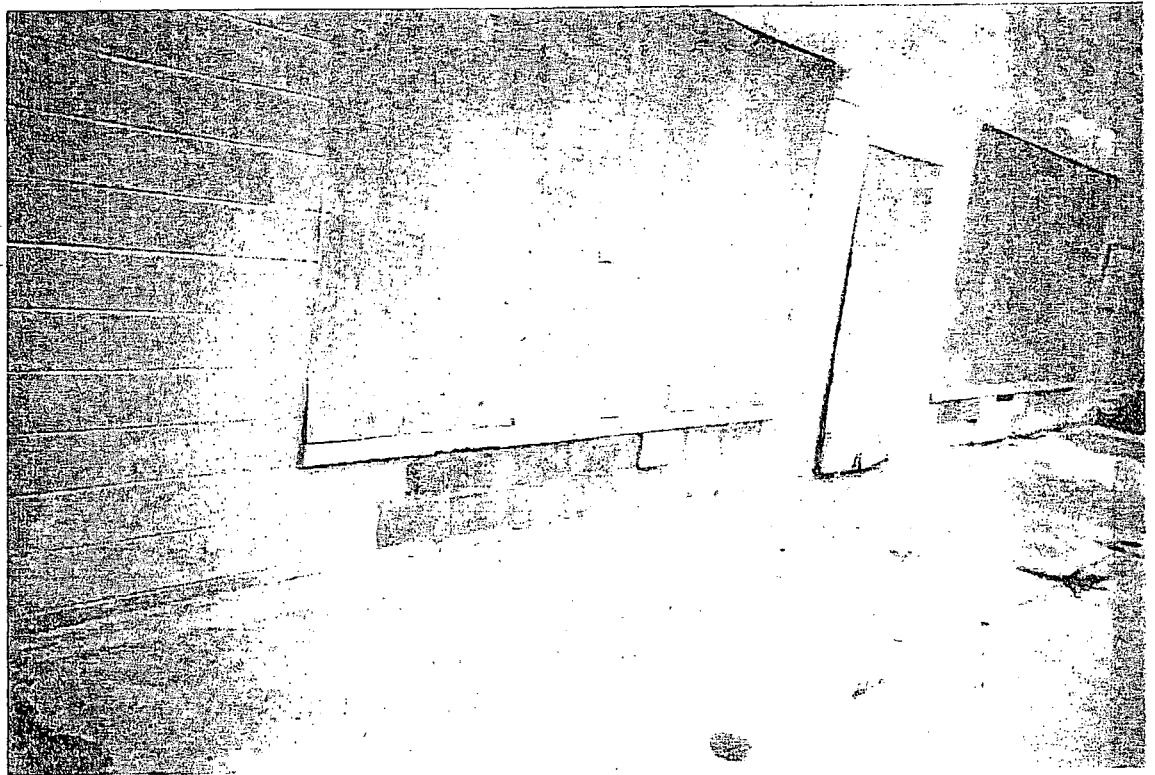
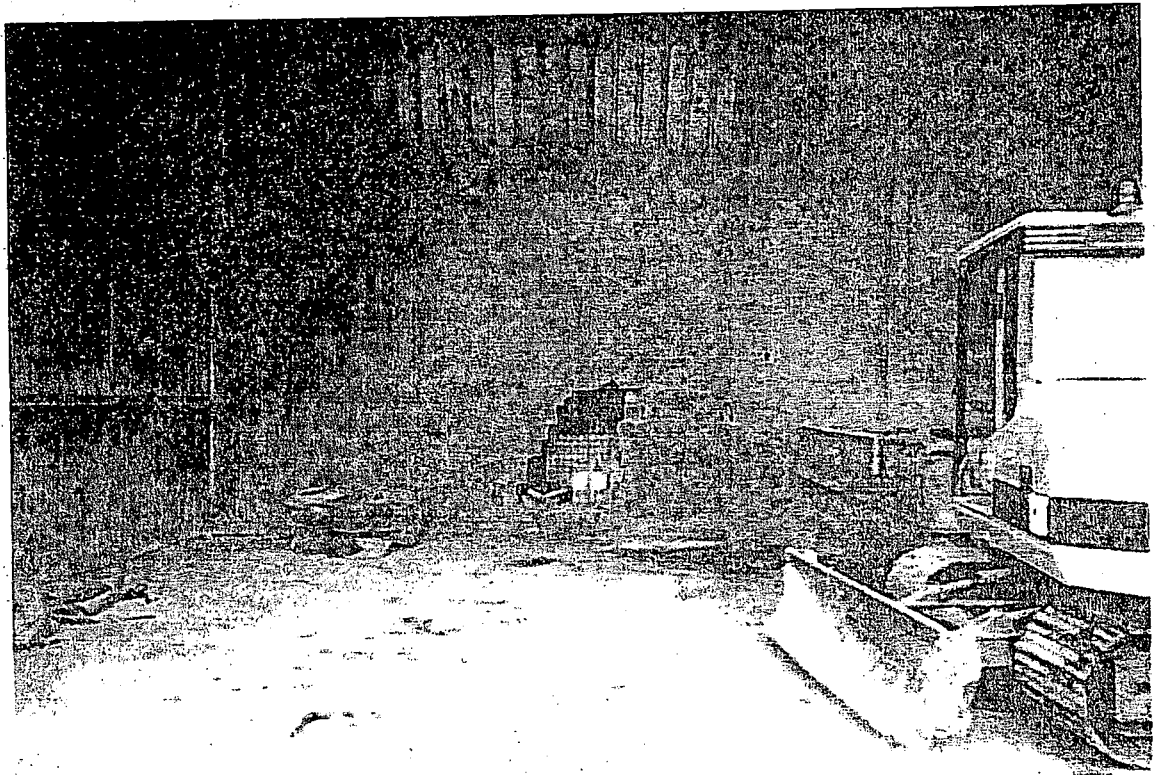


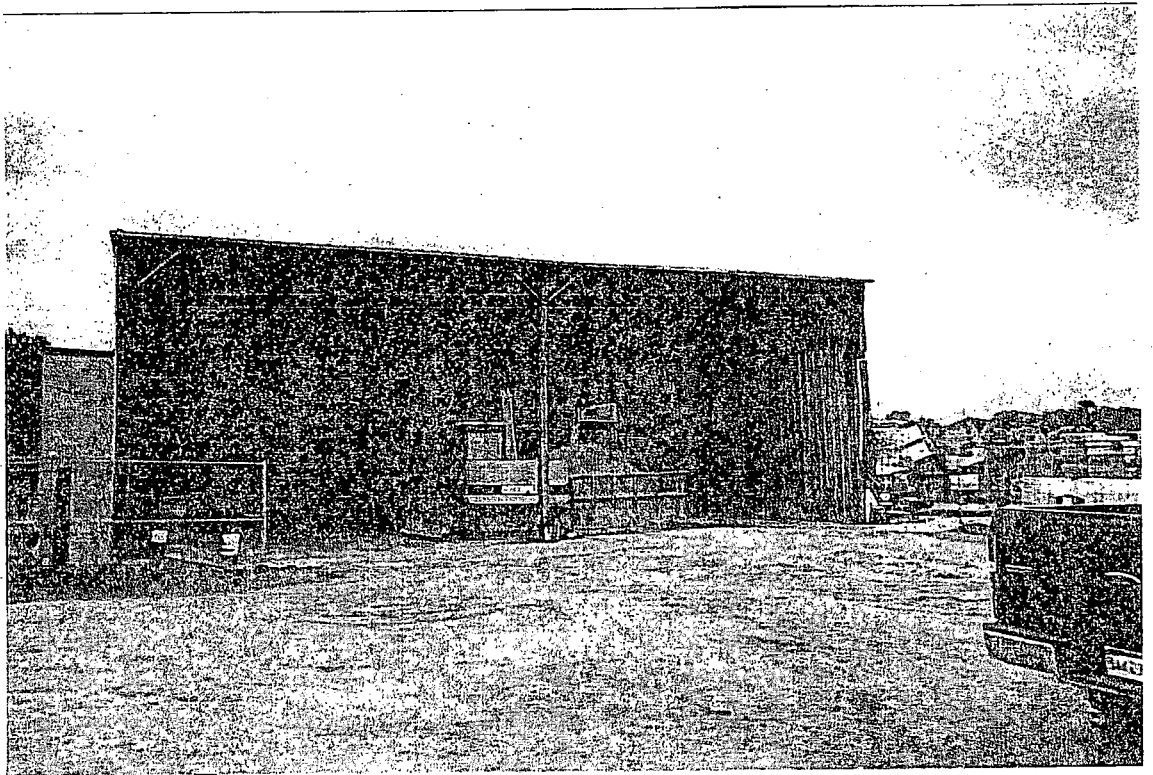
1 inch equals 571.98 feet











REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of February 21, 1999, by and between Roger Walker ("Landlord"), and Eagle Disposal, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building and lot (the "Premises") located at 36 Clearwater Drive, Walterboro, South Carolina 29488. A sketch of the Premises subject to this Lease is attached as an exhibit. The Premises is located on the 1.83 acre tract of exhibit one.

TERM. The lease term will begin on February 21, 1999 and will terminate on February 20, 2001.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such Holdover shall constitute a month to month extension of this Lease.

RA
55000 memo
Walker
LEASE PAYMENTS. Tenant shall pay to Landlord a total annual payment of \$6,000.00, payable in advance, in installments of ~~\$550.00~~ per month on the twenty-first day of each month. Lease payments shall be made to the Landlord at 908 Clearwater Drive, Walterboro, South Carolina 29488, as may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the Lease term, Tenant shall be entitled to leave berms inside and outside the facility, ramp(s), roof(s), 490' chainlink fence, steel bin, and structures constructed during the Lease agreement.

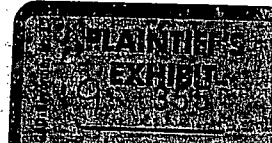
PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes - Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes - Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 60 day(s), or any other obligation within 60 day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's



rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

ARBITRATION. Any controversy or claim relating to this contract, including the construction of application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgement granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Roger Walker
908 Clearwater Drive
Walterboro, South Carolina 29488

TENANT:

Eagle Disposal, Inc.
36 Clearwater Drive
Walterboro, South Carolina 29488

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

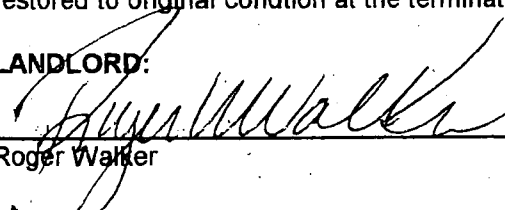
CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of South Carolina.

ADDITIONAL PROVISIONS. This Lease shall automatically renew for an additional period of three years per renewal term on the same terms as this Lease, unless the Tenant gives written notice of the termination no later than 30 days prior to the end of the term or renewal term. Tenant shall not have responsibility for site remediation, to include soil and ground water contamination, for conditions existing prior to February 22, 1995. Attached as exhibit three to this Lease are independent test results detailing the condition of the Premises prior to occupancy by the Tenant. The Landlord, by way of signature to this Lease, gives consent to the Tenant to

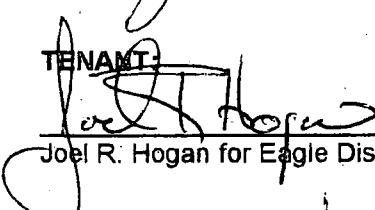
conduct any construction or remodeling that may be required to use the Premises or the Tenant's own purpose. Walls and doors modified or removed by the Tenant will not be required to be restored to original condition at the termination of the Lease or any renewal period.

LANDLORD:



Roger Walker

TENANT:



Joel R. Hogan for Eagle Disposal, Inc.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of February 21, 2001, by and between Roger Walker ("Landlord"), and Eagle Disposal, Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building and lot (the "Premises") located at 36 Clearwater Drive, Walterboro, South Carolina 29488. A sketch of the Premises subject to this Lease is attached as an exhibit. The Premises is located on the 1.83 acre tract of exhibit one.

TERM. The lease term will begin on February 21, 2001 and will terminate on February 20, 2003.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such Holdover shall constitute a month to month extension of this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord a total annual payment of \$6,000.00, payable in advance, in installments of \$550.00 per month on the twenty-first day of each month. Lease payments shall be made to the Landlord at 908 Clearwater Drive, Walterboro, South Carolina 29488, as may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the Lease term, Tenant shall be entitled to leave berms inside and outside the facility, ramp(s), roof(s), 490' chainlink fence, steel bin, and structures constructed during the Lease agreement.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes - Landlord shall pay all real estate taxes and assessments for the Premises.

Personal Taxes - Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 60 day(s), or any other obligation within 60 day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's



rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

ARBITRATION. Any controversy or claim relating to this contract, including the construction of application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgement granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Roger Walker
908 Clearwater Drive
Walterboro, South Carolina 29488

TENANT:

Eagle Disposal, Inc.
36 Clearwater Drive
Walterboro, South Carolina 29488

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

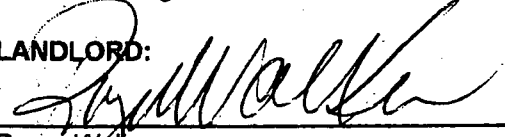
CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of South Carolina.

ADDITIONAL PROVISIONS. This Lease shall automatically renew for an additional period of three years per renewal term on the same terms as this Lease, unless the Tenant gives written notice of the termination no later than 30 days prior to the end of the term or renewal term. Tenant shall not have responsibility for site remediation, to include soil and ground water contamination, for conditions existing prior to February 22, 1995. Attached as exhibit three to this Lease are independent test results detailing the condition of the Premises prior to occupancy by the Tenant. The Landlord, by way of signature to this Lease, gives consent to the Tenant to

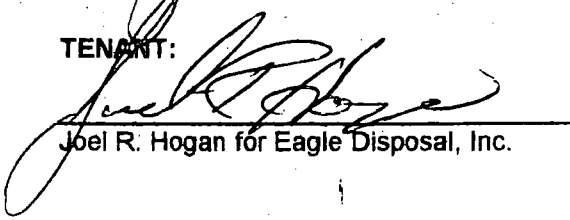
conduct any construction or remodeling that may be required to use the Premises or the Tenant's own purpose. Walls and doors modified or removed by the Tenant will not be required to be restored to original condition at the termination of the Lease or any renewal period.

LANDLORD:



Roger Walker

TENANT:



Joel R. Hogan for Eagle Disposal, Inc.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

)
) REAL ESTATE LEASE
)

THIS LEASE is made and executed on the 19th day of April, 2004, by and between Catherine W. Brooks, of Columbia, South Carolina, hereinafter referred to as "Landlord", and American Bio-Mass, LLC, of Walterboro, South Carolina, hereinafter referred to as "Tenant".

SECTION ONE

DEMISE

Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the commercial building and lot (the "Premises") located at 36 Clearwater Drive, Walterboro, South Carolina 29488. A sketch of the Premises subject to this Lease is attached as an exhibit. The premises is located on the ~~1.83 acre~~ tract of exhibit one.

Portion of TM# 195-69

SECTION TWO

TERM AND HOLDOVER PERIOD

The term of this Lease shall commence as of the 19th day of April 2004, and shall continue through the 19th day of April 2006. Tenant has the right to renew this Lease for an additional three (3) consecutive two (2) year terms. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Rent paragraph. Such Holdover shall constitute a month-to-month extension of this Lease.

SECTION THREE

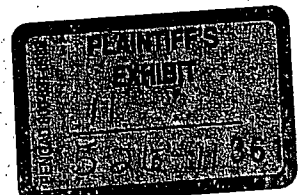
RENT

Tenant shall pay to Landlord for the demised premises a rent in the amount of Seven Hundred Fifty (\$750.00) DOLLARS per month, which rent shall be due and payable on the ~~24th~~ 15th day of each month.

SECTION FOUR

TAXES

Taxes attributable to the Premises or use of the Premises shall be allocated as follows: Landlord shall pay all real estate taxes and assessments for the Premises, as well as all personal taxes and any other charges which may be attributable to the Tenant's use of the Premises



SECTION FIVE

UTILITIES

Tenant shall pay all cost of utilities, to include electricity, gas, cable and telephone, for the demised premises during the period of the lease.

SECTION SIX

DEFAULT

If Tenant shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions herein contained on his part to be observed, kept, or performed, and such default shall continue for a period of sixty (60) days after written notice from Landlord setting forth the nature of Tenant's default, then and in any such event, Landlord shall have the right at its option without forthwith to terminate this Lease and all rights of the Tenant there under shall cease, and the Landlord shall have the right immediately to enter the demised premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefore and in all respects to take the actual, full and exclusive possession of the premises and every part thereof as of Landlord's original estate, without incurring any liability to Tenant or to any person occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom.

SECTION SEVEN

EMINENT DOMAIN

After the entry of any final Order condemning by right of eminent domain or any other authority of law of twenty (20%) percent or more of the leased premises, the Tenant may, at any time within sixty (60) days after the Tenant have actual notice of such Order or taking, cancel this Lease by written notice mailed to the Landlord not less than five (5) nor more than one hundred twenty (120) days before the effective date of such cancellation.

SECTION EIGHT

QUIET ENJOYMENT

Landlord covenants that Tenant, on paying such rents and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said leased premises for the terms aforesaid subject to revisions thereof.

SECTION NINE

MAINTENANCE AND UPKEEP

Tenant hereby accepts the building on the demised property as it exists and agrees that the Tenant shall be responsible for all interior walls, stains, burns, losses, broken glass and any other damage other than normal wear and tear. All such improvements will belong to the Landlord at the conclusion of the lease. Tenant is also responsible for the upkeep of the grounds. The Landlord shall be responsible for all exterior repairs to include the roof, exterior walls, electrical, plumbing, all heating and air conditioning and property taxes.

SECTION TEN

GENERAL PROVISIONS

(a) Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

(b) This lease and all the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of both parties hereto in like manner as if each had been enumerated in every instance in which said parties are mentioned herein.

(c) If the said premises shall be destroyed by fire, elements of unavoidable casualty, totally or partially, either party may terminate this lease by notice in writing to the other. The Landlord shall return to the Tenant on demand any rental paid by the Tenant in advance for a period following any such damage to the extent that such premises were untenable. Any cancellation of this lease by the Tenant as above provided shall be without prejudice to any other rights by the Tenant.

(d) Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall indemnify Tenant for any site remediation, to include soil and groundwater contamination for conditions existing prior to April 1, 2004. The Landlord, by way of signature to this Lease, gives consent to the Tenant to conduct any construction or remodeling that may be required to use the Premises for the Tenant's own purpose. Walls, doors, berms inside or outside the facility, ramps, roofs, fences, steel bins and structures constructed, modified or removed by the Tenant will not be required to be restored to original condition at the termination of the Lease or any renewal period.

(e) This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the amendment is executed by both Landlord and Tenant.

(f) If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would be

come valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

(g) The failure of either party to enforce any provision of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Lease.

(h) Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Catherine W. Brooks
505 Johnson Avenue
Columbia, SC 29203

TENANT:

American Bio-Mass, LLC.
36 Clearwater Drive
Walterboro, SC 29488

Such addresses may be changed from time to time by either party by providing notice as set forth above.

(i) This Lease shall be construed in accordance with the laws of the state of South Carolina.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 19th day of April 2004.

Signed, sealed and delivered
in the Presence of:

AMERICAN BIO-MASS, LLC

As to Tenant

Tim Odum, Chief Executive Officer

Signed, sealed and delivered
In the presence of:

Catherine W. Brooks
Catherine W. Brooks - Landlord

As to Landlord

270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
182.55	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
60.92	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
270.00	+
28.18	+
5,093.65	*

250•00 +
750•00 +
229•26 +
370•74 +
550•00 +
550•00 +
350•00 +
550•00 +
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650•00 +
550•00 +
550•00 +
550•00 +
521•82 +

38,250.00 *

100.00 +
200.00 +
200.00 +
200.00 +
200.00 +
900.00 *

DATE	CHECK #	DESCRIPTION	AMOUNT	RENT	PROPERTY TAX DEDUCTION	CONCRETE DEDUCTION
9.22.08	6665	ROGER WALKER	250	750	LESS \$500.00 ADVANCE	
8.15.08	6620	ROGER WALKER	750	750		
8.12.08	6618	ROGER WALKER	229.26	600	REIMBURSEMENT FOR ERRORS IN THE MTHS	
OF NOV 07, DEC 07 AND JAN 08. ALSO LESS \$370.74 FOR THE BALANCE ON PROPERTY TAXES.						
7.31.08	6596	ROGER WALKER	550	750		200
6.17.08	6565	ROGER WALKER	550	750		200
5.16.08	6545	ROGER WALKER	550	750		200
4.16.08	6519	ROGER WALKER	550	750		200
3.17.08	6489	ROGER WALKER	550	750		200
2.15.08	6466	ROGER WALKER	550	750		200
1.14.08	6432	ROGER WALKER	550	550	DEDUCTED IN ERROR	
12.13.07	6398	ROGER WALKER	550	550	DEDUCTED IN ERROR	
11.15.07	6370	ROGER WALKER	550	550	REIMBURSEMENT ON LINE 9	
10.17.07	6341	ROGER WALKER	750	750		
9.14.07	6292	ROGER WALKER	750	750		
8.14.07	6279	ROGER WALKER	750	750		
7.10.07	6246	ROGER WALKER	567.45	750		182.55
6.14.07	6213	ROGER WALKER	550	750		200
5.14.07	6166	ROGER WALKER	550	750		200
4.13.07	6151	ROGER WALKER	550	750		200
3.14.07	6120	ROGER WALKER	550	750		200
2.14.07	6098	ROGER WALKER	550	750		200
1.11.07	6069	ROGER WALKER	550	750		200
12.15.06	6017	ROGER WALKER	750	750		
11.15.06	5991	ROGER WALKER	750	750		
10.20.06	5962	ROGER WALKER	750	750		
THE SEPTEMBER 2006 RENT PAYMENT WAS PAID BY TIM ODUM PERSONALLY DUE TO THE FACT THAT DON WAS TAKING						
CHEMOTHERAPY. DON REIMBURSED TIM WHEN HE RETURNED TO WORK.						
8.15.06	5882	ROGER WALKER	550	750		200
7.13.06	5875	ROGER WALKER	550	750		200
6.12.06	5851	ROGER WALKER	550	750		200
5.15.06	5808	ROGER WALKER	550	750		200
4.13.06	5805	ROGER WALKER	550	750		200
3.9.06	5765	ROGER WALKER	550	750		200
2.16.06	5720	ROGER WALKER	750	750		
1.14.06	5695	ROGER WALKER	750	750		
12.15.05	5669	ROGER WALKER	750	750		
11.15.05	5612	ROGER WALKER	750	750		
10.12.05	5604	ROGER WALKER	750	750		
9.15.05	5579	ROGER WALKER	667.08	750		82.92
8.15.05	5548	ROGER WALKER	550	750		200
7.15.05	5519	ROGER WALKER	550	750		200
6.10.05	5485	ROGER WALKER	550	750		200
5.13.05	5451	ROGER WALKER	550	750		200
4.15.05	5409	ROGER WALKER	550	750		200
3.15.05	5371	ROGER WALKER	550	750		200
2.15.05	5340	ROGER WALKER	750	750		
1.17.05	5303	ROGER WALKER	750	750		
12.17.04	5273	ROGER WALKER	750	750		
11.15.04	5235	ROGER WALKER	750	750		
10.15.04	5194	ROGER WALKER	650	750		100
9.14.04	5141	ROGER WALKER	550	750		200
8.16.04	5124	ROGER WALKER	550	750		200
7.15.04	5091	ROGER WALKER	550	750		200
6.15.04	5034	ROGER WALKER	521.82	750		200
5/4/2004	NONE	NONE	0	0	DEDUCTED \$750.00 PROPERTY TAX DUE TO	
					STARTING CONCRETE DEDUCTION	



1,756.35

250.00

093.65

200.00

DATE	CHECK #	DESCRIPTION	AMOUNT	RENT	PROPERTY TAX DEDUCTION	CONCRETE DEDUCTION
9.22.08	6665	ROGER WALKER	250	750	LESS \$500.00 ADVANCE	
8.15.08	6620	ROGER WALKER	750	750		
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OF NOV 07, DEC 07 AND JAN 08. ALSO LESS \$370.74 FOR THE BALANCE ON PROPERTY TAXES.						
7.31.08	6596	ROGER WALKER	550	750		200
6.17.08	6565	ROGER WALKER	550	750		200
5.16.08	6545	ROGER WALKER	550	750		200
4.16.08	6519	ROGER WALKER	550	750		200
3.17.08	6489	ROGER WALKER	550	750		200
2.15.08	6466	ROGER WALKER	550	750		200
1.14.08	6432	ROGER WALKER	550	550	DEDUCTED IN ERROR	
12.13.07	6398	ROGER WALKER	550	550	DEDUCTED IN ERROR	
11.15.07	6370	ROGER WALKER	550	550	REIMBURSEMENT ON LINE 9	
10.17.07	6341	ROGER WALKER	750	750		
9.14.07	6292	ROGER WALKER	750	750		
8.14.07	6279	ROGER WALKER	750	750		
7.10.07	6246	ROGER WALKER	567.45	750		182.55
6.14.07	6213	ROGER WALKER	550	750		200
5.14.07	6166	ROGER WALKER	550	750		200
4.13.07	6151	ROGER WALKER	550	750		200
3.14.07	6120	ROGER WALKER	550	750		200
2.14.07	6098	ROGER WALKER	550	750		200
1.11.07	6069	ROGER WALKER	550	750		200
12.15.06	6017	ROGER WALKER	750	750		
11.15.06	5991	ROGER WALKER	750	750		
10.20.06	5962	ROGER WALKER	750	750		
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12.17.04	5273	ROGER WALKER	750	750		
11.15.04	5235	ROGER WALKER	750	750		
10.15.04	5194	ROGER WALKER	650	750		100
9.14.04	5141	ROGER WALKER	550	750		200
8.16.04	5124	ROGER WALKER	550	750		200
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6.15.04	5034	ROGER WALKER	521.82	750		28.18
5/4/2004	NONE	NONE	0	0	DEDUCTED \$750.00 PROPERTY TAX DUE TO STARTING CONCRETE DEDUCTION	

DATE	CHECK #	DESCRIPTION	AMOUNT	RENT	PROPERTY TAX DEDUCTION	CONCRETE DEDUCTION
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8.14.07	6279	ROGER WALKER	750	750		
7.10.07	6246	ROGER WALKER	567.45	750		182.55
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4.13.07	6151	ROGER WALKER	550	750		200
3.14.07	6120	ROGER WALKER	550	750		200
2.14.07	6098	ROGER WALKER	550	750		200
1.11.07	6069	ROGER WALKER	550	750		200
12.15.06	6017	ROGER WALKER	750	750		
11.15.06	5991	ROGER WALKER	750	750		
10.20.06	5962	ROGER WALKER	750	750		
THE SEPTEMBER 2006 RENT PAYMENT WAS PAID BY TIM ODUM PERSONALLY DUE TO THE FACT THAT DON WAS TAKING						
CHEMOTHERAPY. DON REIMBURSED TIM WHEN HE RETURNED TO WORK.						
8.15.06	5882	ROGER WALKER	550	750		200
7.13.06	5875	ROGER WALKER	550	750		200
6.12.06	5851	ROGER WALKER	550	750		200
5.15.06	5808	ROGER WALKER	550	750		200
4.13.06	5805	ROGER WALKER	550	750		200
3.9.06	5765	ROGER WALKER	550	750		200
2.16.06	5720	ROGER WALKER	750	750		
1.14.06	5695	ROGER WALKER	750	750		
12.15.05	5669	ROGER WALKER	750	750		
11.15.05	5612	ROGER WALKER	750	750		
10.12.05	5604	ROGER WALKER	750	750		
9.15.05	5579	ROGER WALKER	667.08	750		82.92
8.15.05	5548	ROGER WALKER	550	750		200
7.15.05	5519	ROGER WALKER	550	750		200
6.10.05	5485	ROGER WALKER	550	750		200
5.13.05	5451	ROGER WALKER	550	750		200
4.15.05	5409	ROGER WALKER	550	750		200
3.15.05	5371	ROGER WALKER	550	750		200
2.15.05	5340	ROGER WALKER	750	750		
1.17.05	5303	ROGER WALKER	750	750		
12.17.04	5273	ROGER WALKER	750	750		
11.15.04	5235	ROGER WALKER	750	750		
10.15.04	5194	ROGER WALKER	650	750		100
9.14.04	5141	ROGER WALKER	550	750		200
8.16.04	5124	ROGER WALKER	550	750		200
7.15.04	5091	ROGER WALKER	550	750		200
6.15.04	5034	ROGER WALKER	521.82	750		28.18
5/4/2004	NONE	NONE	0	0	DEDUCTED \$750.00 PROPERTY TAX DUE TO	
					STARTING CONCRETE DEDUCTION	

DATE	CHECK #	DESCRIPTION	AMOUNT	RENT	PROPERTY TAX DEDUCTION	CONCRETE DEDUCTION
9.22.08	6665	ROGER WALKER	250	750	LESS \$500.00 ADVANCE	
8.15.08	6620	ROGER WALKER	750	750		
8.12.08	6618	ROGER WALKER	229.26	600	REIMBURSEMENT FOR ERRORS IN THE MTHS	
OF NOV. 07, DEC 07 AND JAN 08. ALSO LESS \$370.74 FOR THE BALANCE ON PROPERTY TAXES.						
7.31.08	6596	ROGER WALKER	550	750		200
6.17.08	6565	ROGER WALKER	550	750		200
5.16.08	6545	ROGER WALKER	550	750		200
4.16.08	6519	ROGER WALKER	550	750		200
3.17.08	6489	ROGER WALKER	550	750		200
2.15.08	6466	ROGER WALKER	550	750		200
1.14.08	6432	ROGER WALKER	550	550	DEDUCTED IN ERROR	
12.13.07	6398	ROGER WALKER	550	550	DEDUCTED IN ERROR	
11.15.07	6370	ROGER WALKER	550	550	REIMBURSEMENT ON LINE 9	
10.17.07	6341	ROGER WALKER	750	750		
9.14.07	6292	ROGER WALKER	750	750		
8.14.07	6279	ROGER WALKER	750	750		
7.10.07	6246	ROGER WALKER	567.45	750		182.55
6.14.07	6213	ROGER WALKER	550	750		200
5.14.07	6166	ROGER WALKER	550	750		200
4.13.07	6151	ROGER WALKER	550	750		200
3.14.07	6120	ROGER WALKER	550	750		200
2.14.07	6098	ROGER WALKER	550	750		200
1.11.07	6069	ROGER WALKER	550	750		200
12.15.06	6017	ROGER WALKER	750	750		
11.15.06	5991	ROGER WALKER	750	750		
10.20.06	5962	ROGER WALKER	750	750		
THE SEPTEMBER 2006 RENT PAYMENT WAS PAID BY TIM ODUM PERSONALLY DUE TO THE FACT THAT DON WAS TAKING CHEMOTHERAPY. DON REIMBURSED TIM WHEN HE RETURNED TO WORK.						
8.15.06	5882	ROGER WALKER	550	750		200
7.13.06	5875	ROGER WALKER	550	750		200
6.12.06	5851	ROGER WALKER	550	750		200
5.15.06	5808	ROGER WALKER	550	750		200
4.13.06	5805	ROGER WALKER	550	750		200
3.9.06	5765	ROGER WALKER	550	750		200
2.16.06	5720	ROGER WALKER	750	750		
1.14.06	5695	ROGER WALKER	750	750		
12.15.05	5669	ROGER WALKER	750	750		
11.15.05	5612	ROGER WALKER	750	750		
10.12.05	5604	ROGER WALKER	750	750		
9.15.05	5579	ROGER WALKER	667.08	750		82.92
8.15.05	5548	ROGER WALKER	550	750		200
7.15.05	5519	ROGER WALKER	550	750		200
6.10.05	5485	ROGER WALKER	550	750		200
5.13.05	5451	ROGER WALKER	550	750		200
4.15.05	5409	ROGER WALKER	550	750		200
3.15.05	5371	ROGER WALKER	550	750		200
2.15.05	5340	ROGER WALKER	750	750		
1.17.05	5303	ROGER WALKER	750	750		
12.17.04	5273	ROGER WALKER	750	750		
11.15.04	5235	ROGER WALKER	750	750		
10.15.04	5194	ROGER WALKER	650	750		100
9.14.04	5141	ROGER WALKER	550	750		200
8.16.04	5124	ROGER WALKER	550	750		200
7.15.04	5091	ROGER WALKER	550	750		200
6.15.04	5034	ROGER WALKER	521.82	750		28.18
5/4/2004	NONE	NONE	0	0	DEDUCTED \$750.00 PROPERTY TAX DUE TO STARTING CONCRETE DEDUCTION	

Rubba,

The September 2006 rent payment was paid by Tim Odum personally due to the fact that I was taking chemotherapy. I reimbursed Tim when I returned to work.

Donald E. Folger

23

6686

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601



Enterprise Bank

OF SOUTH CAROLINA
P.O. BOX 1485 WALTERBORO, SC 29488

67-287-532

THE
ORDER OF

6686

Oct 15, 2008

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

DOLLARS

COPY

AUTHORIZED SIGNATURE

MEMO

⑈006686⑈

AMERICAN BIO-MASS, LLC

RENT FOR OCTOBER 2008

Oct 15 thru Nov 14, 2008
C.W.B.

6686
750.00

AMERICAN BIO-MASS, LLC

6686

10/15/08

6686

CATHERINE W. BROOKS

\$750.00
374

AMERICAN BIO-MASS, LLC

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OF SOUTH CAROLINA
P.O. BOX 1488 WALTERBORO, SC 29488

67-287-532

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TO THE
ORDER OF

Seven Hundred Fifty and 00/100 Dollars

6884

May 13, 2009

\$ *****\$750.00

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

Duplicate
RENT FOR JUNE

AUTHORIZED SIGNATURE

⑈006884⑈

AMERICAN BIO-MASS, LLC

5-13-09

5/13/09

750.00

6884

750.00

AMERICAN BIO-MASS, LLC

6884

/13/09

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CATHERINE W. BROOKS

\$750.00

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TO THE
ORDER OF

6884 May 13, 2009
Seven Hundred Fifty and 00/100 Dollars

\$ *****\$750.00

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

MEMO

Duplicate
RENT FOR JUNE

⑈006884⑈

AMERICAN BIO-MASS, LLC

5-13-09

5/13/09

750.00

6884

750.00

AMERICAN BIO-MASS, LLC

6884

5/13/09

6884

CATHERINE W. BROOKS

\$750.00
376

6686

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Enterprise Bank

OF SOUTH CAROLINA
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67-287-532

Y
TO THE
ORDER OF

6686

Oct 15, 2008

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

DOLLARS

CATHERINE W. BROOKS
505 JOHNSON AVENUE
COLUMBIA, SC 29203

COPY

AUTHORIZED SIGNATURE

MEMO

⑈006686⑈

AMERICAN BIO-MASS, LLC

RENT FOR OCTOBER 2008

6686

750.00

Oct 15 thru Nov 14, 2008
C.W.B.

AMERICAN BIO-MASS, LLC

6686

10/15/08

6686

CATHERINE W. BROOKS

\$750.00

5034

AMERICAN BIO-MASS, LLC

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843-538-2601

67-287/532

PAY

TO THE

ORDER OF

5034

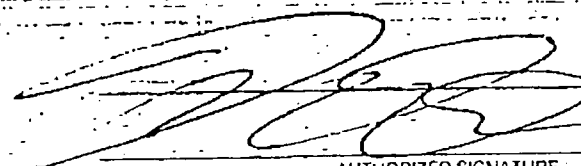
Jun 15, 2004

\$ *****\$521.82

Five Hundred Twenty-One and 82/100 Dollars

DOLLARS

ROGER WALKER



AUTHORIZED SIGNATURE

MEMO

⑈005034⑈

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Reginald Baker

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0005000021 06 0010100408 02

CELLS HWY. OFFICE
Cashed Check
Acct #20112231

1000111

0001

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PAY

TO THE

ORDER OF

5091

Jul 15, 2004

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO



AUTHORIZED SIGNATURE

⑈00509⑈1⑈

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ENDORSE HERE

Walter Bordo

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0007000371 06 0010100702 02

1604

WALTER BORDO
3 07/15/04
Cashier Check
Ref # 201122231

1002:04

4530



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PAY
TO THE
ORDER OF

5124

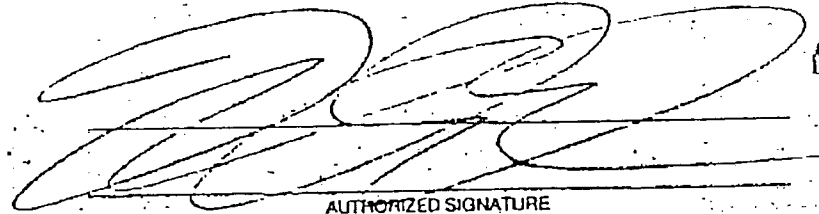
Aug 16, 2004

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER


AUTHORIZED SIGNATURE

MEMO

AUGUST RENT

⑈005124⑈

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ENDORSE HERE

Roger W. Walker

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00000000452 06 0010100002 02

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UNTERBRO
31 03/16/04
Cashed Check
Acct # 201122231

TOD:12

\$550



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TO THE

ORDER OF

5141

Sep 14, 2004

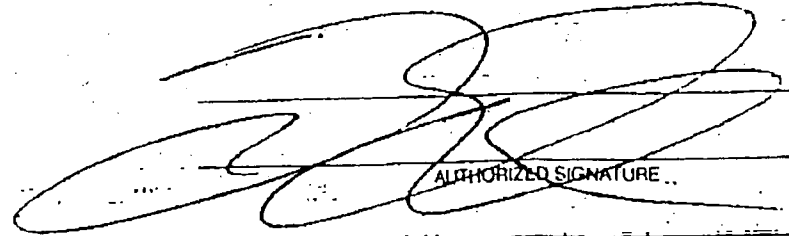
\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO



AUTHORIZED SIGNATURE

⑈005141⑈

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Roger W. Kelly

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5194

PAY

TO THE
ORDER OF

5194

Oct 15, 2004

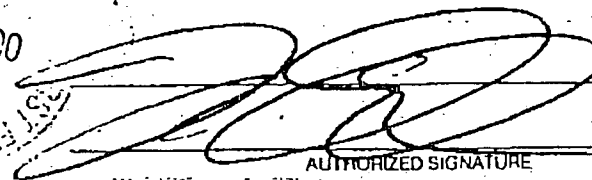
\$ *****\$650.00

Six Hundred Fifty and 00/100 Dollars

DOLLARS

ROGER WALKER

MEMO


AUTHORIZED SIGNATURE

005194

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Cashed at
First Federal of SC

5

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Hager Wacker

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A. ANTONIO, S.C.

6-15-21

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1539-0020-5 FRB CHARLOT
BNY=3806 TRC=3806 PK=09
0132414004

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5235

67-287/532

PAY
TO THE
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5235

Nov 15, 2004

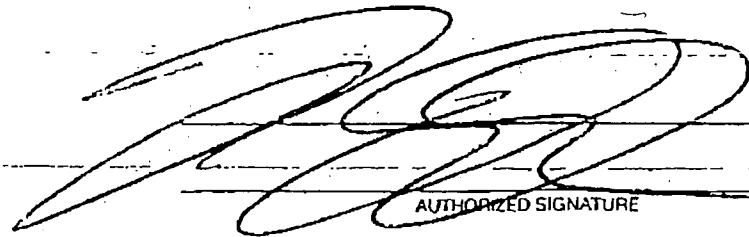
\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

ROGER WALKER

DOLLARS

MEMO



AUTHORIZED SIGNATURE

⑈005235⑈

⑈0000075000⑈

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[Handwritten Signature]

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ORDER OF

5273

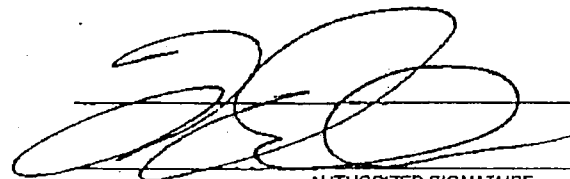
Dec 17, 2004

\$*****\$750.00

Seven Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL ROAD
WALTERBORO, SC 29488

DOLLARS



AUTHORIZED SIGNATURE

MEMO

⑈005273⑈

⑈0000075000⑈

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67-287/532

PAY
TO THE
ORDER OF

6098

Feb 14, 2007

\$ *****\$550.00

Five Hundred Fifty and 00/100 Dollars

ROGER WALKER

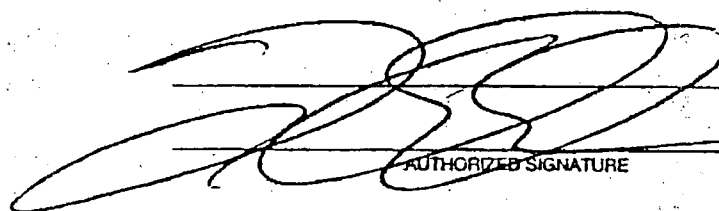
DOLLARS

PO BOX 1102

WALTERBORO, SC 29488

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⑈006098⑈

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6120

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843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6120
Five Hundred Fifty and 00/100 Dollars

Mar 14, 2007

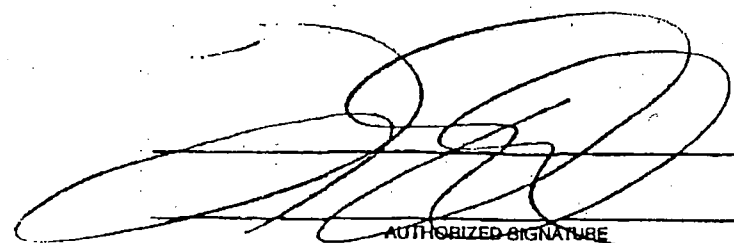
\$ *****\$550.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS

MEMO

March


AUTHORIZED SIGNATURE

⑈00120⑈

Security features. Details on back.

6151

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6151
Five Hundred Fifty and 00/100 Dollars

Apr 13, 2007

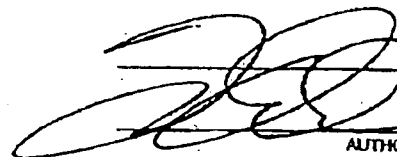
\$*****\$550.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS

MEMO

APRIL 2007



AUTHORIZED SIGNATURE

⑈006151⑈

Security features. Details on back

6166

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6166

May 14, 2007

\$*****\$550.00

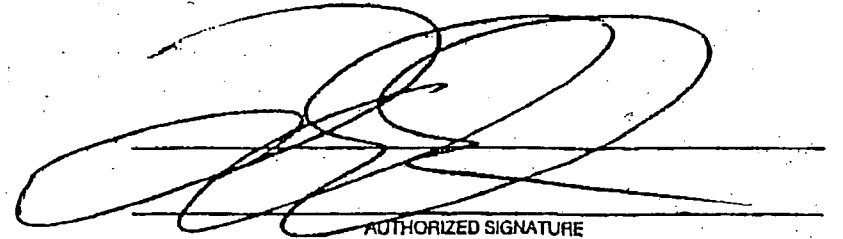
Five Hundred Fifty and 00/100 Dollars

ROGER WALKER

PO BOX 1102

WALTERBORO, SC 29488

DOLLARS


AUTHORIZED SIGNATURE

MEMO

May 2007

⑈006166⑈

Security features. Details on back.

6213

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6213
Five Hundred Fifty and 00/100 Dollars

Jun 14, 2007

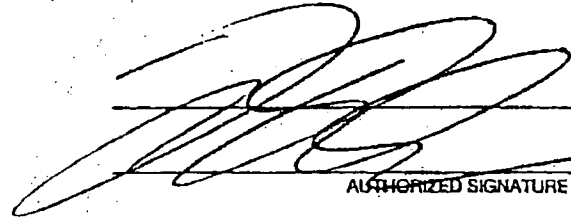
\$ *****\$550.00

ROGER WALKER

DOLLARS

PO BOX 1102

WALTERBORO, SC 29488


AUTHORIZED SIGNATURE

MEMO

JUNE 2007

⑈006213⑈ ⑆

Security features. Details on back.

6246

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6246 Jul 10, 2007
Five Hundred Sixty-Seven and 45/100 Dollars

\$ *****\$567.45

ROGER WALKER

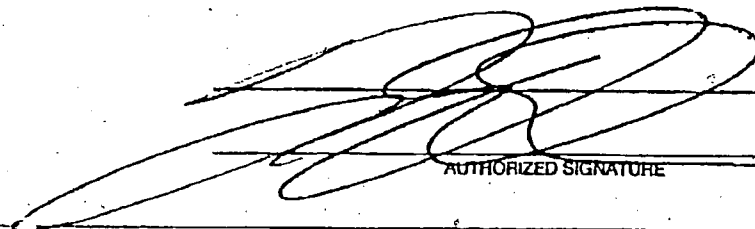
DOLLARS

PO BOX 1102

WALTERBORO, SC 29488

MEMO

JULY RENT



AUTHORIZED SIGNATURE

⑈006246⑈ 12

FD Security features. Details on back.

6279

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF6279
Seven Hundred Fifty and 00/100 Dollars

Aug 14, 2007

\$*****\$750.00

ROGER WALKER

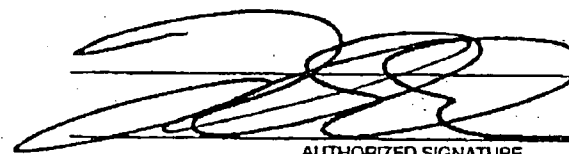
DOLLARS

PO BOX 1102

WALTERBORO, SC 29488

MEMO

AUGUST RENT


AUTHORIZED SIGNATURE

⑈006279⑈

Security features. Details on back.

6292

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

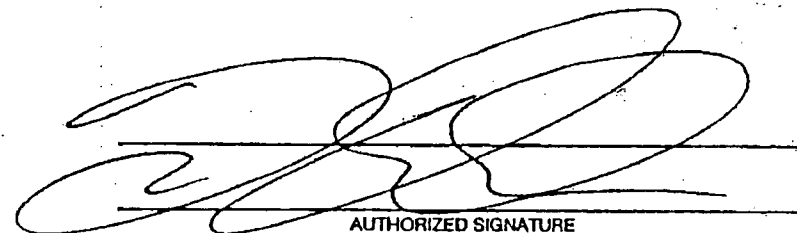
PAY
TO THE
ORDER OF

6292 Sep 14, 2007
Seven Hundred Fifty and 00/100 Dollars

\$ *****\$750.00

ROGER WALKER
PO BOX 1102
WALTERBORO, SC 29488

DOLLARS


AUTHORIZED SIGNATURE

MEMO SEPTEMBER 2007

⑈006292⑈

Security features. Details on back.

6341

AMERICAN BIO-MASS, LLC

Post Office Box 704
Walterboro, SC 29488
843-538-2601

ENTERPRISE BANK OF SOUTH CAROLINA

67-287/532

PAY
TO THE
ORDER OF

6341

Oct 17, 2007

\$*****\$750.00

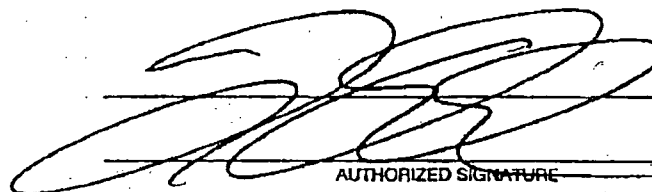
Seven Hundred Fifty and 00/100 Dollars

ROGER WALKER
183 COOKS HILL RD.
WALTERBORO, SC 29488

DOLLARS

MEMO

OCTOBER 2007


AUTHORIZED SIGNATURE

⑈006341⑈

Security features. Details on back.