

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

East Chateau Land Holding, LLC)
and Hillcreek Farms, LLC,)
Plaintiffs)

v.)

Angie Delores Stokes, Candace)
Lorraine Stokes, and Joe Murray David,)
Defendants.)

IN THE CIRCUIT COURT
FOR THE ELEVENTH JUDICIAL
CIRCUIT

CASE NO. 2014-CP-32-00087

ORDER

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SC Court of Appeals

INTRODUCTION:

This matter came before Judge DeAndrea Gist Benjamin on February 27, 2017 in the Court of Common Pleas for Lexington County, South Carolina. Present at the hearing was counsel for Plaintiffs, Kelly Burnside, Esq., and counsel for Defendants, Glenn Walters, Esq. and Hemphill Pride, Esq. The Court presided over a non-jury quiet title action. This Court reviewed the pleadings, exhibits, memoranda, and arguments of counsel. The Court issues the following Order to quiet title to Defendant, Angie Delores Stokes.

FACTUAL BACKGROUND

The heart of this lawsuit involves multiple deed conveyances transferring interest in a property located at 135 East Chateau Drive, West Columbia, South Carolina 29170. Plaintiff, East Chateau Land Holdings, LLC executed a deed on May 20, 2011 that purports to transfer its interest in the subject property to Defendant Angie Delores Stokes. Defendant, Angie Delores Stokes executed a deed on November 4, 2011 that purports to convey her interest in the property to Plaintiff Hillcreek Farms, LLC. Plaintiffs filed a Complaint seeking an ejectment action against Defendants. Plaintiffs filed a Second Amended Complaint seeking for the Court to quiet



title in favor of either Plaintiff. The Defendants filed an Answer alleging fraud and misrepresentation among other things, and filed an Amended Answer denying that deed conveyances occurred between Plaintiffs and Defendants.

FINDINGS OF FACT:

1. The subject property in this action is located at 135 East Chateau Drive, West Columbia, South Carolina 29170.¹
2. Ms. Angie Delores Stokes is an elderly woman that was involved in a romantic relationship with a younger man named Mr. Albert Jerry Sanders, Jr.
3. Mr. Albert Jerry Sanders, Jr. is not a party to this lawsuit but he is the common thread connecting the Plaintiffs and Defendants in this action.
4. Mr. Albert Jerry Sanders, Jr. owns numerous corporations including East Chateau Land Holdings, LLC.
5. On December 4, 2009, Mr. Albert Jerry Sanders, Jr. filed for Chapter 7 Bankruptcy with the United States Bankruptcy Court of South Carolina.
6. In 2010, the United States Bankruptcy court found that Mr. Albert Jerry Sanders, Jr. deficiently filed his bankruptcy application by failing to file accurate and complete schedules.
7. Mr. Albert Jerry Sanders, Jr. transferred 100 % interest in Hillcrest Farms, LLC to his mother, Joan Sanders, on July 24, 2007.
8. In 2011, Mr. Albert Jerry Sanders, Jr. communicated to Ms. Angie Delores Stokes his intentions to marry her.
9. Mr. Albert Jerry Sanders, Jr. gave the subject property to Ms. Angie Delores Stokes.

¹ The legal description of the property is designated at "Lot 3-B containing .31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC by Douglass E. Platt, Sr., dated May 20, 2011. Pl.'s Exh. 2 and 4.



10. A deed conveyance occurred on May 20, 2011 that transferred the subject property from East Chateau Drive Land Holding, LLC to Ms. Angie Delores Stokes.
11. Ms. Angie Delores Stokes and other Defendants use the subject property as their primary residence.
12. On October 5, 2011, Ms. Angie Delores Stokes executed a Fixed Rate Second Mortgage with MetLife Home Loans on the subject property.
13. Ms. Angie Delores Stokes gave the money received from the Fixed Rate Second Mortgage to Mr. Albert Jerry Sanders, Jr.
14. In 2011, Mr. Albert Jerry Sanders, Jr. and Ms. Angie Delores Stokes were engaged.
15. A representation was made to Ms. Angie Delores Stokes that as part of her upcoming nuptial arrangements her signature was required on certain documents.
16. On November 11, 2011, Ms. Angie Delores Stokes, Joan Sanders, and a third party met at Lizard's Thicket where Ms. Stokes signed a document.
17. Ms. Angie Delores Stokes was told the meeting was for her to sign marriage related documents and she believes she signed a marriage related document.
18. No minutes or notes were recorded from the meeting on November 4, 2011.
19. A deed was executed on November 4, 2011 that purports to transfer the subject property from Ms. Angie Delores Stokes to Hillcreek Farms, LLC whereby Ms. Joan Sanders served as a witness and public notary.

CONCLUSIONS OF LAW

1. Ms. Angie Delores Stokes signed a deed that purports to convey her interest in the subject property based on a misrepresentation that she was signing a marriage document.

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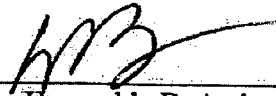
2. Ms. Joan Sanders held an interest in Hillcreek Farms, LLC, which creates a disqualifying interest of the notary public to the deed conveyance. *Franklin v. Sav. & Loan Co. v. Riddle*, 216 S.C. 367, 372-3, 57 S.E.2d 910, 912 (1950).
3. As the notary public to the transaction, Ms. Joan Sanders was prohibited from performing a notarial act while directly receiving commission, fee, advantage, right, title, interest, cash, property, or other consideration. S.C. CODE ANN. § 26-1-90(C) (4); *Franklin v. Sav. & Loan Co. v.*, 216 S.C. at 372-3, 57 S.E.2d at 912 (1950).
4. Ms. Joan Sanders is not listed as a party on the deed conveyance and her interest in the deed conveyance is not apparent from the face of the document. *Watts v. Whetstone*, 79 S.C. 357, 60 S.E. 703, 704 (1908); *Franklin v. Sav. & Loan Co. v. Riddle*, 216 S.C. 367, 372-3, 57 S.E.2d 910, 912 (1950).
5. The fact Ms. Joan Sanders held a disqualifying interest, served as a witness, and Ms. Angie Delores Stokes asserts that she believed she signed a marriage related document thrusts into question the legality of the deed execution. *Franklin v. Sav. & Loan Co. v. Riddle*, 216 S.C. 367, 372-3, 57 S.E.2d 910, 912 (1950).
6. The deed execution that purports to convey the subject property from Ms. Angie Delores Stokes to Hillcreek Farms, LLC is one transaction connected to a web of nebulous property transfers initiated by Mr. Albert Jerry Sanders, Jr. to his various corporations and close family members.
7. Ms. Angie Delores Stokes executed a reverse mortgage on the property *only after* receiving it from Mr. Albert Jerry Sanders, Jr, and she continues to reside there.

8. Due to misconduct on the part of Hillcreek Farms, LLC leading up to and during the execution of the deed and the belief held by Ms. Angie Delores Stokes that she was signing a marriage document voids the transaction.

Title to the subject property shall be quieted to Defendant Angie Delores Stokes.

IT IS SO ORDERED.

Richland, South Carolina
March 5, 2018



The Honorable DeAndrea Gist Benjamin
Judge, Court of Common Pleas
Fifth Judicial Circuit