

IN THE SOUTH CAROLINA COURT
COURT OF APPEALS

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MAY 11 2018

SC Court of Appeals

APPELLANTS' MOTION FOR STAY
EXECUTION OF JUDGMENT
PENDING APPEAL, PURSUANT TO
RULE 241 S.C.A.C.R.

Desimber Wattleton-Jones,
Appellant,

v.

Mitchell Eugene Davis,
aka Michael Davis
Respondent

Pursuant to Rules 240 and 241, S.C. Appeals Court Rule, the Appellant hereby submits this Motion for Stay pending Appeal (hereinafter "Motion"). Appellant asks this Court to extend the automatic stay pursuant to Rule 241 S.C. A.C.R for the duration of the appeal. The *Appellant* respectfully submits that the factors governing whether to issue a stay pending appeal all weigh heavily for a stay to preserve the Status Quo. Specifically because:

1. On February 14th, 2016, Respondent Michael Davis, was terminated as Pastor of the church by unanimous vote, due to multiple failures in moral turpitude, in accordance with the Constitution and By Laws governing The Cornerstone Cathedral, formerly known as Truth Outreach of West Union. Mr. Davis has not been at the Church in any capacity, nor even attended a service at this location, for more than two (2) years following his duly executed termination, but is somehow claiming that all of the members who voted for his termination are no longer members although the ministry has continued in operation since his termination and continues to this day.
2. At the time of Mr. Davis' termination, the Appellant was the Assistant Pastor and Secretary of the Church Board, of which the Appellant can and will provide exhaustive proof. In September 2016, the Appellant was nominated by majority vote as the Senior Pastor of The Cornerstone Cathedral. Then in June 2017, the Appellant was formally elected by unanimous vote as the Senior Pastor of The Cornerstone Cathedral, located at 185 Cornerstone Drive, West Union SC 29696.
3. Since the termination of the Respondent as Pastor in February 2016, the church has continued the operation of the ministry and church obligations under new leadership and gained new members. The majority of the current congregation has no knowledge of Michael Davis nor the pending litigation. The current members have been attending services and functions of the church under the leadership of the Appellant, Pastor Desimber Rose Wattleton-Jones.
4. The Respondent, Michael Davis, has been pastoring at The Truth Outreach located at 2201 Old Buncombe Road, in Greenville, South Carolina since his termination as Pastor of The Cornerstone Cathedral in February 2016, which has also gained new members. The Truth Outreach has since 2016, and continues to operate, completely separate and apart from The Cornerstone Cathedral.

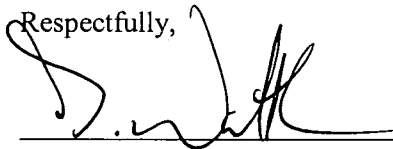
5. All but one of the members of The Truth Outreach live in Greenville County and have been attending services under the leadership of Mr. Davis at the church building located in Greenville. Mr. Davis and his congregation would not be displaced if the Order were stayed. However, beside the Appellant and her family, All Members of The Cornerstone Cathedral reside in Oconee and Anderson County and have been attending services at 185 Cornerstone Drive in West Union, South Carolina since the termination of Mr. Davis, and would be displaced if the Stay of Execution is not ordered.
6. The Stay of Execution of Judgment is requested by the Appellant until this matter is fully adjudicated by the South Carolina Court of Appeals in order to resolve the chaos and confusion that has ensued as a result of the Order written by the Respondent's Attorney and issued by The Honorable Judge Maddox.
7. The Order issued by the Honorable Judge Maddox makes reference to the property located at 185 Cornerstone Drive, West Union, South Carolina, which was not a factor in the original complaint, neither has it ever been owned by the Appellant, Michael Davis, nor The Truth Outreach. This property was bequeathed to The Cornerstone Cathedral by Southside Baptist Church in July 1980 and continued as property owned by The Cornerstone Cathedral until February 2017, which is a matter of public record at the Oconee County Register of Deeds Office. This property is currently owned by The Rural Economic Development Corporation with which The Appellant has an Existing and Legally Binding 3-Year lease (enclosed).
8. The Order issued by The Honorable Judge Maddox was written by the Respondent's Attorney, and was completely ambiguous regarding what it is meant to accomplish and how the Order should be carried out. Since the order was not clear, it resulted in the Respondent and some of his members tearing down the signage located at 185 Cornerstone Drive, breaking into the church, removing accounting documents, sound equipment, and other items from the church, changing the locks, and placing bolts on the doors, all without notifying the Pastor or membership of the church currently holding worship services there. As a result, the Oconee County Sheriff's Department has been called out to mitigate the dispute on multiple occasions and the church has incurred significant financial loss in replacing sound equipment, signage, and locks on the doors, which have been replaced at least 3 times since the Order was issued.
9. The Order issued by the Honorable Judge Maddox violates the rights of the property owner and its tenants, and the execution of the Order will cause an entire congregation to be displaced, which is completely unnecessary and unreasonable due to the fact the Respondent, Michael Davis, and his congregation, currently live in Greenville and worship at a facility in Greenville, where they have been doing so since February 2016. This means Mr. Davis would literally have to close the doors of The Truth Outreach to travel 40 miles with the entire congregation to West Union in order to hold services, and in doing so displace the congregation currently meeting at that location.

Whereby, the Appellant, having provided such sufficient cause for The Honorable Court of Appeals to grant an Automatic Stay of Execution of Judgment pursuant to Rule 241 SCACR, pending the outcome of all relevant matters, requests that Stay of Execution be granted so as to maintain the Status Quo and avoid unnecessary confusion, further destruction of property, disruption of current worship services, and displacement of both congregations.

Finally, in addition to granting an Automatic Stay of Execution of Judgment, the Appellant respectfully requests that the Honorable Judge McDonald further define the Automatic Stay of Execution and how it translates to the ministerial duties of local law enforcement, and specifically instruct Sheriff Michael L. Crenshaw, of the Oconee County Sheriff's Department, to enforce the Order as written and intended by the Honorable Court, in order to protect the rights of the property owner, prevent further damage to the building and theft of equipment, and protect the existing tenants, The Cornerstone Cathedral, and the civil rights of its members to continue holding worship services in this location without disruption, malicious actions, and ongoing threatening confrontations by the Respondent and members of The Truth Outreach until this matter is fully and justly adjudicated.

May 4, 2018

Respectfully,



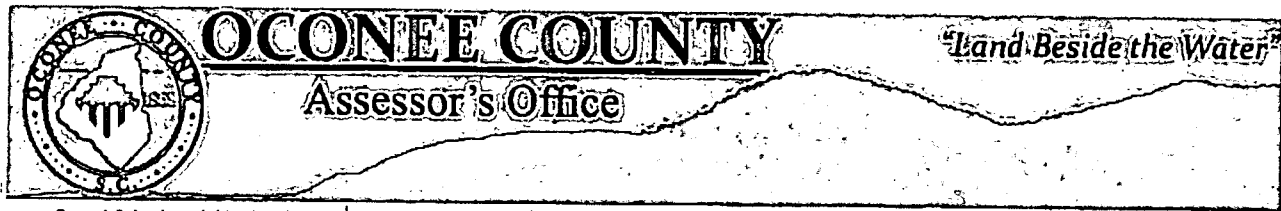
Desimber Wattleton-Jones, Appellant Pro Se
P.O. Box 1064
Greenville, S.C. 29602
864-999-8237

cc: James P. O'Connell
139 Grace Drive
Easley, SC 29640
Attorney for Respondent

Susan Harrison
Appellant, Pro Se
185 Cornerstone Drive
West Union, SC 29696

Connie McKee
Appellant, Pro Se
185 Cornerstone Drive
West Union, SC 29696

Christopher Jones
Post Office Box 1064
Greenville, SC 29602



Recent Sales in Neighborhood	Recent Sales in Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Oconee Home
Owner and Parcel Information						
Owner Name	RURAL ECONOMIC DEVL CORP LLC			Today's Date	April 25, 2018	
Mailing Address	220 N MAIN ST # 500			Parcel Number	176-00-01-035 Tax ID: 18603	
Location Address	GREENVILLE, SC 29601			Tax District	(District 005)	
Legal Description	185 CORNERSTONE DR -CHURCH			2015 Millage Rate	23.36	
Property Class / Property Type	MapPlatB P52 MapPlatP 26			Acres	Show Parcel Map	
Neighborhood	Commercial / Mixed Com/Farm			Parcel Map		
Generate Owner List By Radius	WAGENER TWP					

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SC Court of Appeals

Land Taxable Market Value	\$ 50,640	2016 Tax Year Value Information	Improvement Taxable Market Value	\$ 816,320	Total Taxable Market Value	\$ 866,960
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Land Information						
Land Type	Frontage	Effective Frontage	Effective Depth	Acres	Square Footage	
75	0	0	0	22.36	930,442	
45	0	0	0	1	43,560	

Residential Building Information
No residential building information available for this parcel.

Commercial and Miscellaneous Improvement Information							
Building Type	Year Built	EFF Year Built	Length/Width/Height	Size	Grade	Sketch	
CHURCH	1999	1999	0 / 0 / 0	9,720 SF	Low	Show Sketch	
COMCNPYL	1999	1999	400 / 1 / 1	400 SF	Low	Show Sketch	

Sale Information							
Sale Date	Sale Price	Deed Book / Page	Qualification Reason	Grantor	Grantee		
2018-03-06	\$ 10	<u>2341 / 10</u>	Other Not Valid	CORNERSTONE CATHEDRAL CHURCH	RURAL ECONOMIC DEVL CORP LLC		

[Recent Sales in Neighborhood](#)
 [Recent Sales in Area](#)
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The Oconee County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: April 24, 2018

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

The Cornerstone Cathedral
185 Cornerstone Drive
West Union, South Carolina 29696

To
Rural Economic Development Corporation, LLC
220 N. Main Street Ste. 500
Greenville, South Carolina 29601

TITLE TO REAL ESTATE

I hereby certify that the within Deed was executed and
filed on _____ day of _____, and is
immediately entered into the records upon the proper
indexes and duly recorded in Book _____ Deed _____
Register of Deeds for Oconee County, South Carolina

Return To:

Rural Economic Development Corporation, LLC
220 N. Main Street Ste. 500
Greenville, South Carolina 29601

2018 MAR - 6 P 12: 08

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

CERTIFIED TRUE COPY
Register of Deeds
Oconee County, S.C.

By: [Signature]
Date: 3/16/2018

had in his lifetime and at the time of his death, and which the co-trustees have by virtue of the Trust under the Will of Arthur Brown, or otherwise, of, in, and to the above-granted premises and every part and parcel thereof.

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF OCONEE, STATE OF SOUTH CAROLINA, ON THE EASTERMOST SIDE OF S.C. HIGHWAY 28 ROAD, BEING LOCATED ON THE PROPERTY OWNED BY CORNERSTONE CATHEDRAL AS ABOVESAIID AND DESCRIBED AND/OR DESIGNATED BY THE FOLLOWING PLAT BOOK p52-26, DEED BOOK 429-209 AND TAX MAP NUMBER 176-00-01-035, AND BEING DESCRIBED MORE PARTICULARLY REFERENCED AND DESCRIBED HEREIN ABOVE.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Cornerstone Cathedral, a South Carolina Corporation and is now transferred, sold and conveyed to Rural Economic Development Corporation, its successors and assigns forever.

Cornerstone Cathedral , their successors and assigns agree with the grantee that they are lawfully the Owners of same property at 185 Cornerstone Drive West Union, South Carolina to wit. 23.095 acres located in Oconee County, further covenant that they have all respects made this conveyance pursuant to the authority granted by the congregation and Constitution and By-Laws of the Cornerstone Cathedral, whereby the above granted premises, or any part thereof, now are, or at any time hereafter, shall or may be impeached, charged, or encumbered in any manner whatsoever.

WITNESS our Hand and Seal This 26th day of February, in the year of Our Lord Two Thousand Seventeen and in the Two Hundred Forty-Second year of the Sovereignty and Independence of the United States of America.

[Signature]
State of South Carolina)

[Signature]

[Signature]

County of Oconee)

Personally appeared before me [Signature] and made oath that she saw within named Chief Executive Officer and Pastor of Cornerstone Cathdral, a South Carolina Corporation by its Authorized Officer, Desimber Rose Wattleton, Sign, Seal and as its act and Deed delivered the within written Deed for the uses and purposes therein mentioned, and that she with-
_____ did witness the execution thereof.

Sworn to before me this
26th day of February 2017

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/4/2020

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS
2018 MAR - 6 P 12: 08

Leslie Anderson
Notary Public
State of South Carolina
My Comm. Exp. 11-4-20

State of South Carolina)
County of Oconee)

Personally appeared before me Robert H. Weidenberg Jr. and made oath that she saw within named Co-Trustee and Member of Cornerstone Cathedral, a South Carolina Corporation by its Authorized Officer, Robert H. Weidenberg Jr. sign, Seal and as its act and Deed delivered the within written Deed for the uses and purposes therein mentioned, and that she with _____ did witness the execution thereof. Robert H. Weidenberg Jr.

Sworn to before me this
26th day of February 2017

[Signature]
WITNESS
[Signature]
Notary Public for South Carolina
My Commission Expires: 11/4/2020

Leslie Anderson
Notary Public
State of South Carolina
My Comm. Exp. 11-4-20

State of South Carolina)
County of Oconee)

Personally appeared before me Connie McKee and made oath that she saw within named Co-Trustee and Member of Cornerstone Cathedral, a South Carolina Corporation by its Authorized Officer, Connie McKee sign, Seal and as its act and Deed delivered the within written Deed for the uses and purposes therein mentioned, and that she with Susan J. Harrison did witness the execution thereof. Connie McKee James Green

Sworn to before me this
26th day of February 2017

[Signature]
WITNESS
[Signature]
Notary Public for South Carolina
My Commission Expires: 11/4/2020

Leslie Anderson
Notary Public
State of South Carolina
My Comm. Exp. 11-4-20

State of South Carolina)

County of Oconee)

Personally appeared before me Judy M. Rogers and made oath that she saw within named Co-Trustee and Member of Cornerstone Cathedral, a South Carolina Corporation by its Authorized Officer, Judy M. Rogers sign, Seal and as its act and Deed delivered the within written Deed for the uses and purposes therein mentioned, and that she with-
_____ did witness the execution thereof. Judy M. Rogers

Sworn to before me this
26th day of February 2017

Judy M. Rogers
Notary Public for South Carolina
My Commission Expires: 11/4/2020

Leslie Anderson
Notary Public
State of South Carolina
My Comm. Exp. 11-4-20

State of South Carolina)

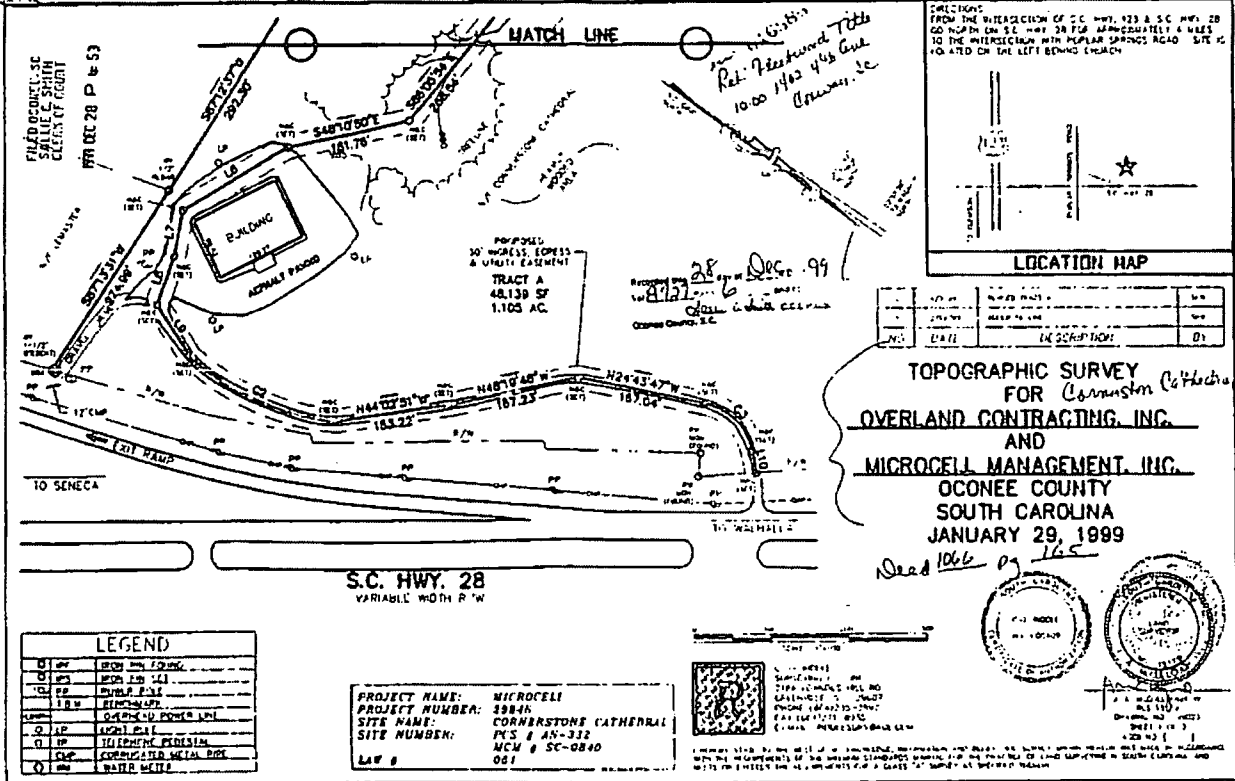
County of Oconee)

Personally appeared before me Marvin Peeler and made oath that she saw within named Co-Trustee and Member of Cornerstone Cathedral, a South Carolina Corporation by its Authorized Officer, Marvin Peeler sign, Seal and as its act and Deed delivered the within written Deed for the uses and purposes therein mentioned, and that she with-
_____ did witness the execution thereof. Marvin Peeler

Sworn to before me this
26th day of February 2017

Marvin Peeler
Notary Public for South Carolina
My Commission Expires: 11/4/2020

Leslie Anderson
Notary Public
State of South Carolina
My Comm. Exp. 11-4-20



WILLIAM F. DERRICK RICHARD L. RITTER JAMES L. WILLIAMS
Attorneys at Law
WESLEY, SOUTH CAROLINA 29171

DRW

000256

Rec'd 545 Page 231 Recorded this 2 day of Aug

STATE OF SOUTH CAROLINA, 1987 in Vol. 545

COUNTY OF OCONEE Page 231 and Certified:

W. C. Smith
C.C.C.P.G.S

TITLE TO REAL ESTATE

Oconee County, S.C.

KNOW ALL MEN BY THESE PRESENTS that Cornerstone Cathedral, in the State aforesaid, for and in consideration of the sum of Ten dollars and other considerations to it in hand paid by Church of the Living God Pillar and Ground of the Truth "The Light of the World" (Iglesia Del Dio Vivo Columna Y Apoyo De La Verdad "La Luz Del Mundo") receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Church of the Living God Pillar and Ground of the Truth "The Light of the World" (Iglesia Del Dio Vivo Columna Y Apoyo De La Verdad "La Luz Del Mundo") its successors and assigns forever:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Town of Walhalla, fronting 80 feet on South Broad Street and running back a distance of 80 feet, being square in form and bound on the North and West by the Old Norton Homeplace; on the East by lot formerly of Mrs. Emma M. Sloan; and on the South by South Broad St.

RESERVING, HOWEVER, a right-of-way (twelve (12') feet in width along the western boundary of said lot for ingress and egress as long as Southside Baptist Church owns the parsonage lot.

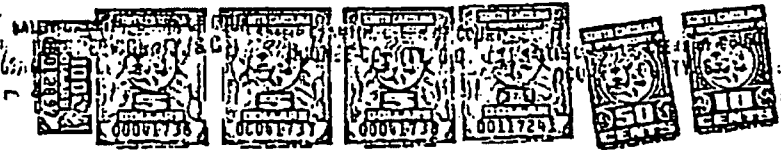
AND ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, just outside the original corporate limits of the Town of Walhalla, being in the form of a parallelogram and being a strip off of the south side of the Emma M. Sloan home lot adjoining the eastern limits of the Town of Walhalla 40 feet in width measuring from the center line of the Blue Ridge Railroad.

AND ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Town of Walhalla, lying on the west side of Kenneth St. and beginning at a point in common with the original Southside Baptist Church lot and the Norton corner; thence, in an easterly direction about

FILED FOR RECORDED
OCONEE COUNTY
Aug 7 3 21 1987
CLERK OF COURT

OCONEE COUNTY
Doc. Tax in Am't
of \$52.30 Collected

4.00
116.50
52.30



2018 MAR - 6 P 12:08

FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

Book 575 Page 232

160 feet to an iron pin on Kenneth Mill St.; thence, South about 98 feet to the Southside Baptist Church lot purchased from Emma M. Sloan as above described; thence, West along said line; thence, North to the BEGINNING corner.

SUBJECT, HOWEVER, to a right-of-way for road granted to the Town of Walhalla along the southern boundary line of said property, the said right-of-way being an extension of South Broad Street. Reference is made to plat of survey by Wayne R. Garland, RLS, dated 11-23-76 and recorded in Plat Book P-41, page 520, records of Oconee County, South Carolina.

This being the identical property conveyed unto Cornerstone Cathedral by deed of Southside Baptist Church by its Trustees, recorded 7-29-80 in Deed Book 13-Y, page 237, records of the Clerk of Court of Oconee County, South Carolina.

This conveyance is further made subject to any and all easements or right-of-ways granted by the Grantor(s) herein or any predecessor in title, as may appear of public record or upon the premises.

Grantee Address: 9 Kenne St., Walhalla, SC 29691

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 Church of the Living God Pillar and Ground of the Truth "The Light of the World" (Iglesia Del Dio Vivo Columna Y Apoyo De La Verdad "La Luz Del Mundo") its successors and assigns forever.

AND it do hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the premises before mentioned unto the said Church of the Living God Pillar and Ground of the Truth "The Light of the World" (Iglesia Del Dio Vivo Columna Y Apoyo De La Verdad "La Luz Del Mundo"), its successors and assigns, from and against itself and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**THE CORNERSTONE CATHEDRAL
FORMAL RESOLUTION**

2018 MAR -6 P 12: 08

The undersigned, constituting the Pastor, Secretary and Trustee of The Cornerstone Cathedral, f/k/a Truth Outreach Church ("Cornerstone"), hereby certifies that the following resolutions have been adopted unanimously:

RESOLVED, that according to the Constitution and Bylaws of The Cornerstone Cathedral, Desimber Rose Wattleton, was officially nominated and elected, by majority vote, as Senior Pastor of the Cornerstone Cathedral on Sunday, September 18th 2016.

FURTHER RESOLVED, that in her capacity as Senior Pastor, she is also the President/CEO of the Cornerstone Board of Directors and acts as Chairperson of all committees according to the Constitution and By-Laws of The Cornerstone Cathedral. With this position resides the authority to appoint Board Members and Lay Council for the purpose of service coordination, general function and ministerial operations.

FURTHER RESOLVED, that Desimber Rose Wattleton, as Senior Pastor of The Cornerstone Cathedral, is hereby authorized, empowered and directed to execute and deliver on behalf of Cornerstone Cathedral, any and all instruments, agreements, documents, notices, certificates, or other writings, deemed or required, necessary or convenient in order to effectuate the transactions described in the foregoing resolution in each and every jurisdiction and that such execution shall be solely effective to bind the Church under such terms thereof.

FURTHER RESOLVED, that Desimber Rose Wattleton, as Senior Pastor of The Cornerstone Cathedral, does agree to transfer the ownership of the property, lot, buildings, and parcel in its entirety to the Rural Economic Development Corporation, LLC ("REDC, LLC") for payment and other compensation as noted in the documents filed with the Oconee County Register of Deeds.

FURTHER RESOLVED, having held a business meeting and decided unanimously to transfer the property currently owned by the members of The Cornerstone Cathedral to REDC, LLC, Pastor Desimber Wattleton, President of the Cornerstone Board of Directors; Susan Harrison, Secretary of the Cornerstone Board of Directors; and Minister Robert Weidendorf, Treasurer of the Board of Directors, witnesses of, and in agreement with this decision, attach their signatures hereto as approval and affirmation.

FURTHER RESOLVED, that the Cornerstone Cathedral will lease back the property for a reasonable amount to be determined by the parties of this agreement for a term of not more than two (2) years, beginning on April 1st, 2017, after which an opportunity to buy back the property will be available for decision and deliberation at such time as agreed upon by all relevant parties to this Resolution and Agreement.

FURTHER RESOLVED, that all such actions described in the proceeding resolutions have been authorized by the Board of Directors, Lay Council, and such responsibilities accepted by those appointed, and are now hereby severally ratified, confirmed, and approved, and adopted as acts on behalf of The Cornerstone Cathedral.

FURTHER RESOLVED, that this Resolution shall be entered upon the Minutes and Records of The Cornerstone Cathedral.

IN WITNESS WHEREOF, the undersigned, being the President/CEO, Secretary, and Treasurer of The Cornerstone Cathedral, have executed this Resolution as of the 5th Day of March in the year 2017.

The Cornerstone Cathedral f/k/a The Truth Outreach:

By: Susan J. Harrison
Susan Harrison, Secretary

By: Robert Weidendorf, Jr.
Robert Weidendorf, Treasurer

By: Desimber Wattleton
Pastor Desimber Wattleton, President

**SOUTH CAROLINA
COMMERCIAL LEASE**

This Lease is made between Rural Economic Development Group ("Lessor"), and Desimber Rose Wattleton-Jones, Christopher Jones, and Robert Weidendorf, ("Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of West Union, County of Oconee, State of South Carolina, with a common address of 185 Cornerstone Drive, West Union, SC 29696, (the "Real Property"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

**TERMS AND
CONDITIONS**

1. Term and Rent. Lessor leases to Lessee the above Real Property for a term of Three (3) Years, commencing on March 1, 2017, and terminating on March 1, 2020, or sooner as provided herein at the annual rental of Nine Hundred Dollars (\$900.00) per month due on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below.

2. Option to Renew. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one or more additional term(s) commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly may be subject to increase at the discretion of the Lessor. The option shall be exercised by written notice given to Lessor not less than Sixty (60) Days prior to the expiration of the prior Lease term. If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

3. Use. Tenant shall use and occupy the Real Property for the commercial purpose of Worship Services and Community/Charitable Events/Functions. The Real Property shall be used for no other purpose.

4. SBA Provisions. If this Lease is executed by a Lessor and/or Tenant, who are participating in the U.S. Small Business Administration 504 Loan Program, then the parties hereto agree and acknowledge that this Lease shall be construed to comply with the requirements of such program including, but not limited to, those found in Title 13 of the Code of Federal Regulations, the SBA Standard Operating Procedures 50-10 and all other relevant statutes laws, codes, regulations and procedures. Without limiting the applicability of all relevant law, the following conditions shall apply:

- (1) The Tenant shall lease from Lessor all of the Real Property;
- (2) This Lease shall be junior and subordinate to any and all deeds of trust in favor of the SBA which relate to the Real Property, If any;
- (3) The annual rent hereunder shall not exceed the annual payments on the deed of trust in favor of the SBA secured by the Real Property, annual payments of deeds of trust senior to such SBA deed of trust, taxes, insurance and maintenance.
- (4) This Lease shall be assigned, for collateral purposes, to the SBA.
- (5) The term of this Lease shall not expire prior to the maturity date of the subject SBA 504 Loan, if any. Provided, the Lease term may include options to renew the Lease, so long as the options are exercisable solely by the Tenant.
- (6) There shall not be Any leases/subletting of the Real Property by the Tenant to any other Tenants.

5. Care and Maintenance of Real Property. Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Real Property

in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

6. Alterations. Tenant shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the Real Property.

7. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) in force at the time of this lease or as may become relevant after the execution of this lease.

8. Assignment and Subletting. Tenant shall not assign this Lease or sublet any portion of the Real Property without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

9. Utilities. All applications and connections for necessary utility services on the Real Property shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, telephone and internet services.

10. Entry and Inspection. Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.

11. Possession. If Lessor is unable to deliver possession of the Real Property at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within one hundred twenty days of the commencement of the term hereof.

12. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.

13. Insurance. Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Lessor with minimum coverage as follows:

Tenant shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Tenant, Tenant and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. Eminent Domain. If the Real Property or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Real Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

15. Destruction of Real Property. In the event of a partial destruction of the Real Property during the term hereof,

from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall - interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent

proportionately abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

16. Lessor's Remedies on Default. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within **15 Days**, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such **15 Days** and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate Lessor for all detrimental proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease

17. Security Deposit. Tenant shall deposit with Lessor on the signing of this Lease the sum of **One Thousand Eight Hundred Dollars (\$1,800)** as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Real Property to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

18. Tax Increase. In the event there is any increase during any year of the term of this Lease in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building on which the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. All such tax obligations of Lessee hereunder shall be added to and become a part of the rent paid under this Lease.

19. Common Area Expenses. In the event the Real Property is situated in a shopping center, a commercial building or other complex in which there are common areas, Tenant agrees to pay Tenant's pro-rata share of maintenance,

taxes, and insurance for the common area. All such obligations of Tenant hereafter shall be added to and become a part of the rent paid under this Lease.

20. **Attorney's Fees.** In case suit should be brought for recovery of the Real Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Real Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. **Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Tenant at the Real Property (or at the address indicated below), or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.

23. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest of the parties.

24. **Subordination.** This Lease is and shall be subordinated to all existing and future liens, mortgages, deeds of trust, ground leases, hypothecations, security devices and encumbrances ("Security Instruments") against the Real Property now or hereafter placed upon the Real Property, to any and all advances made under any of said Security Instruments. Tenant covenants and agrees to execute and deliver, upon demand, those instruments reasonably necessary to effect such subordination. **Self-executing:** The agreements contained in this Paragraph shall be effective without the execution of any further documents; the power given herein is coupled with an interest and is irrevocable. Provided, that upon written request from a Lender or Lessor in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or other relevant terms provided for herein.

25. **Time of Essence.** Time is of the essence in the performance of this Agreement.

26. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Signed this 15th day of April, 2017.

LESSOR:

By:


Mark Day, Managing Partner
Rural Economic Development Corp.
c/o ABL Consulting, Inc.
944 Dexter Street, NE
Aiken, SC 29801

Tenant:

By:


Responsible Party/Guarantor


Responsible Party/Guarantor


Responsible Party/Guarantor

TRESPASS NOTICE

DATE: April 10, 2018

GIVEN TO: Mr. Michael Davis,

aka Mitchell Davis, Maria Davis,

AND Scott Arnold

THIS LETTER IS BEING GIVEN OR SENT TO YOU INFORMING YOU THAT YOU ARE NOT ALLOWED ON:

THE PROPERTY OF: The Rural Economic Development Corporation, AT

THE FOLLOWING ADDRESS: 185 Cornerstone Drive,

IN THE CITY/COUNTY: West Union, SC - Oconee County

THE REFERENCED PROPERTY IS OWNED BY THE RURAL ECONOMIC DEVELOPMENT CORPORATION, HEREINAFTER REFERRED TO AS "REDC." OUR OFFICE HAS BEEN ADVISED THAT ONE OR ALL OF THE ABOVE-NAMED INDIVIDUALS HAS ALTERED THE PROPERTY, DISTURBED/REMOVED ITEMS FROM THE PREMISES, AND/OR CHANGED THE LOCKS ON THE BUILDING LOCATED ON THE PROPERTY WITHOUT PERMISSION FROM REDC.

PLEASE BE ADVISED, IF YOU COME ONTO THIS PROPERTY, ENTER THE PREMISES, REMOVE ANYTHING FROM THE PREMISES, OR ALTER THE PREMISES IN ANY WAY, YOU WILL BE TRESPASSING ON THIS PROPERTY AND WILL BE SUBJECT TO BEING ARRESTED BY THE LOCAL LAW ENFORCEMENT AGENCY.

YOU ARE ALSO BEING NOTIFIED BY THIS LETTER THAT YOU ARE NOT TO HAVE ANY CONTACT WITH OUR TENANTS, ON OUR PROPERTY, BY ANY MEANS. IF YOU DO HAVE CONTACT WITH OUR TENANTS, ON OUR PROPERTY, WITHOUT THEIR EXPRESSED, WRITTEN PERMISSION, WE WILL HAVE TO CONTACT THE LOCAL LAW ENFORCEMENT AGENCY ABOUT THIS SITUATION AND WILL PROSECUTE TO THE FULLEST EXTENT OF THE LAW ACCORDING TO S.C. CODE §16-11-620.

MICHAEL (MITCHELL) DAVIS, MARIA DAVIS, AND SCOTT ARNOLD, THIS LETTER IS YOUR TRESPASS NOTICE AS WELL AS YOUR NOTICE TO HAVE NO CONTACT WITH OUR TENANTS, ON OUR PROPERTY, UNDER ANY CIRCUMSTANCES.

Mark Day, CEO/Managing Partner
Rural Economic Development Corp.
c/o ABL Consulting, Inc.
944 Dexter Street NE
Aiken, SC 29801
(706) 406-3503 – Business
(844) 644-1333 – Facsimile
(803) 226-3400 – Mobile

IN THE SOUTH CAROLINA COURT
COURT OF APPEALS

RECEIVED

MAY 11 2018

SC Court of Appeals

CERTIFICATE OF SERVICE

CIVIL ACTION NO.

CASE NO. 2016-CP-37-0060

Desimber Wattleton-Jones,)
)
 Appellant,)
v.)
)
)
 Mitchell Eugene Davis,)
 aka Michael Davis)
 Respondent)

I, Desimber Wattleton-Jones, the Appellant-pro se, hereby affirm under the penalty of perjury that I have served by Email, Fax, U.S. Mail, or did cause the same to be hand delivered, a copy of the MOTION FOR STAY OF EXECUTION OF JUDGMENT on the Respondents at the following address on Wednesday, May 9, 2018.

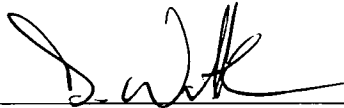
James P. O'Connell
139 Grace Drive
Easley, SC 29640
Attorney for Respondent

The Honorable Clerk of Court
Oconee County
205 W. Main Street
Walhalla, SC 29691

Christopher Jones, Appellant Pro Se
P.O. Box 1064
Greenville, S.C. 29602

May 9th, 2018

Respectfully,



Desimber Wattleton-Jones, Appellant Pro Se
P.O. Box 1064
Greenville, S.C. 29602
desimberrose@gmail.com
864-999-8237