

89340

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY OF COMMON

RECEIVED

The Hon. Cheryl Graham, Clerk of Court

MAR 21 2019

SC Court of Appeals

Appellate Case No.: 2019-000105

Junette Thompson, Plaintiff/Respondent,

v.

Viola Garnett, Defendant/Appellant.

**NOTICE OF MOTION AND MOTION BY RESPONDENT JUNETTE THOMPSON TO
LIFT AUTOMATIC STAY PURSUANT TO SCACR 241(b)(10)
OVER THE APPEAL OF APPELLANT VIOLA GARNETT, OR ALTERNATIVELY,
COMPEL PAYMENT OF RENT PENDING APPEAL DETERMINATION**

PLEASE TAKE NOTICE that the Respondent, Junette Thompson ("Respondent"), will move this Court upon the attached Affidavit of Junette Thompson, sworn to March 9, 2019, pursuant to Rule 241(b) of the South Carolina Rules of Appellate Procedure, to lift the automatic stay of the January 18, 2019 and January 30, 2019 Orders and Judgments of Ejectment entered by the Hon. Katrina Patton, Chief Magistrate, Dorchester County Magistrate Court, imposed upon the Appellant's filing of a Notice of Appeal on the grounds that the general rule providing that a notice of appeal effectuates an automatic stay of all proceedings in a civil action does not apply to ejectment orders as provided in S.C. Code Ann. § 27-37-130 and § 27-40-800 and that the Appellant's instant appeal is from a


January 18m 29019 Order of the Clerk of Court for the Court of Common Pleas in Dorchester County, which dismissed said Appeal from the Magistrate Court on the grounds that the Appellant had failed to either post an appellate bond or pay rent as ordered as a condition to staying execution of the Judgment of Ejectment. In the alternative, Respondent prays for an Order directing the Appellant to pay all past due and continuing rent payments to the Clerk of Court as a condition to staying the Judgment of Ejectment.

WHEREFORE, Respondent prays for an Order lifting the automatic stay of the Judgment of Ejectment issued by the January 18, 2019 and January 30, 2019 Orders and Judgments of Ejectment entered by the Hon. Katrina Patton, Chief Magistrate, Dorchester County Magistrate Court and for such other relief as is just and proper.

Dated: Mount Pleasant, S.C.
March 20, 2019

Respectfully submitted,

WILLIAM B. JUNG, ESQ.



William B. Jung, Esq. (#0068788)
1156 Bowman Road, Ste. 200
Mount Pleasant, S.C. 29464
(843) 576-4200

Attorney for Respondent and Movant
Junette Thompson

PROOF OF SERVICE OF MOTION TO LIFT STAY

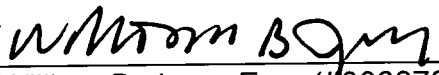
I, William B. Jung, Esq., counsel for Respondent Junette Thompson, certify under penalty of perjury that on March 20, 2019, I served a copy of Respondent's Motion to Lift Automatic Stay by mailing a true copies thereof to the Appellant and other interested persons in an envelope, first class postage paid, addressed to:

Viola Garnett
407 King Bird Road
Ladson, S.C. 29456

Junette Thompson
206 Sweet Alyssum Drive
Ladson, S.C. 29456

Patrick R. Watts, Esq.
133 East 1st North Street, Ste. 6
Summerville, S.C. 29483

Dated: March 20, 2019


William B. Jung, Esq. (#0068788)
1156 Bowman Road, Ste. 200
Mount Pleasant, S.C. 29464
(843) 576-4200

Attorney for Respondent Thompson

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MAR 21 2019
SC Court of Appeals

VIOLA SHANTELL GARNETT

4589

[REDACTED]

[REDACTED] 294 [REDACTED]

Date 12-2-18

Pay to the order of Junette Thompson

US \$ 3200

Thirty Two hundred Dollars

HERITAGE TRUST
FEDERAL CREDIT UNION

Viola Garnett

⑆ 5 [REDACTED] 21 [REDACTED] 00 [REDACTED]

Security Features Included. Details on Back.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
JULETTE THOMPSON,)
)
Plaintiff,)
vs.)
)
VIOLA CARNETT,)
)
Defendant.)
_____)

IN THE MAGISTRATE COURT
CASE No.: 2018CV1810307192

AFFIDAVIT

STATE OF SOUTH CAROLINA)
) ss. :
COUNTY OF DORCHESTER)

JUNETTE THOMPSON, being duly sworn, deposes and says:

1. I am the Plaintiff in the above-referenced matter in which I have filed for the eviction of the Defendant from my property located at 407 Kingbird Road, Ladson, S.C. 294556. I submit this Affidavit in support of my application to dismiss the appeal filed by the Defendant with the Court of Appeal and my application to lift the stay of the previously Judgment of Ejectment ordered by the Hon. Katrina L. Patton and dated January 30, 2019 on account of the Defendant's failure to make payment of \$3,200.00 as ordered by Judge Patton.

2. The Defendant, Viola Garnett, has failed to make payment of \$3,200.00 to me or my agent of the \$3,200.00 which Defendant Garnett was ordered to pay by Judge Patton as a condition to staying the execution of the Judgment of Ejectment as per her January 30, 2019 Order.

3. I respectfully request that this Honorable Court grant my motion to dismiss the Appeal of Defendant/Appellant Viola Garnett and that it further lift the stay of the execution of the Judgment of Ejectment.

THE AFFIANTY FURTHER SAYETH NAUGHT.


JUNETTE THOMPSON

Sworn to before me this 8th
Day of March, 2019.


Notary Public for S.C.
My Commission Expires: October 20, 2020

EXHIBIT "1"



State of South Carolina
County of Dorchester

OCA# 18013816

CRIME VICTIM INFORMATION

PLEASE PRINT ENTIRE FORM CLEARLY AND MAKE SURE BOTTOM COPY IS LEGIBLE (ONE PER VICTIM)

VICTIM INFORMATION

VICTIM'S LAST NAME <u>Thompson</u>		VICTIM'S FIRST NAME <u>Sunette</u>	
STREET ADDRESS <u>102 Cobb Ct.</u>		CITY/STATE <u>Summerville SC</u>	ZIP CODE <u>29485</u>
TELEPHONE NUMBERS OF VICTIM	HOME	WORK	CELL <u>843.991.9487</u>

VICTIM NOTIFICATION IS () REQUESTED OR () DECLINED UPON DEFENDANT'S RELEASE FROM THE DORCHESTER COUNTY DETENTION CENTER.

ALTERNATE CONTACT INFORMATION OR IF VICTIM IS DECEASED, MENTALLY ILL, OR A MINOR CHILD

LAST NAME OF ALTERNATE CONTACT		FIRST NAME	RELATIONSHIP
STREET ADDRESS		CITY/STATE	ZIP CODE
MAILING ADDRESS IF DIFFERENT FROM ABOVE		CITY/STATE	ZIP CODE
TELEPHONE NUMBERS OF ALTERNATE CONTACT	HOME	WORK	CELL

DEFENDANT/JUVENILE INFORMATION

CHECK (✓) COURT WHERE CHARGES WILL BE HEARD
 General Sessions Summary Court Family Court

ACCUSED'S LAST NAME <u>Garnett</u>	ACCUSED'S FIRST NAME <u>Viola</u>	MIDDLE INITIAL <u>Shastell</u>
CHARGE(S) <u>INCIDENTS</u> <u>Fraudulent Check</u>		
TICKET/ARREST WARRANT(S)#	DATE OF ARREST	
ARRESTING DEPUTY	CALL NUMBER	

PERSON COMPLETING ABOVE INFORMATION

NAME OF DEPUTY <u>Sgt. Steve Morell</u>	CALL NUMBER <u>170</u>
SIGNATURE OF OFFICER <u>Sgt. Steve Morell</u>	DATE <u>12.17.18</u>

CERTIFICATION TO COURT (Completed by Arresting/Appearing Officer)

The victim/alternate contact was notified of the bond hearing to be held on: _____ at: _____ by: _____

- Will be present for bond hearing
- Will NOT be present for bond hearing
- Unable to contact victim
- Victim wishes to prosecute
- Victim DOES NOT wish to prosecute

Sunette Thompson
Signature

Comments: _____

Signature of Officer: _____ Date: _____ Phone: _____

FILED-RECORDED

2019 JAN 18 AM 10:24

1/17, 2019

CHESTER, PA
ROCHESTER COUNTY

Nicola Garnett was order by the
Civil Magistrate's Court to pay
Junette Thompson 3,200 dollars By 1-17-19
for Backrent by 5:pm on 1/17, 2019

Junette Thompson

I did not RECEIVE payment as yet

FILED JAN 17 2019

1/18, 2019

did not Receive any payment
from miss Nicola Garnett.

Junette Thompson

FILED JAN 18 2019

Denise Carter

From: Carrie Chaplin
Sent: Friday, February 01, 2019 10:55 AM
To: Denise Carter
Subject: Fwd: COURT HEARING VERDICT

Can u give this info to Patton

Sent from my iPhone

Begin forwarded message:

From: Bernetha Goodwine <BGoodwine@dorchestercountysc.gov>
Date: February 1, 2019 at 10:54:18 AM EST
To: Carrie Chaplin <cchaplin@dorchestercountysc.gov>
Subject: FW: COURT HEARING VERDICT

Will you please check on the next step for this. I know they are anxious.

From: pat.watts@wattslawfirm.com [pat.watts@wattslawfirm.com]
Sent: Thursday, January 31, 2019 11:35 AM
To: Bernetha Goodwine; KAMARIES.VG@GMAIL.COM
Subject: RE: COURT HEARING VERDICT

Honorable Katrina Patton
Associate Chief Magistrate
212 Deming Way
Summerville, South Carolina 29483

January 31, 2019

Re: Junette Thompson v. Viola Garnett; 2019CV1810307192

Dear Judge Patton:

I write on behalf of Junette Thompson. I write to certify that Viola Garnett failed to appear at my office yesterday January 30, 2019, at 5:00 pm and pay \$3200.00 back rent, in accordance with the Court's order yesterday morning for Bond To Stay Execution on Appeal. As of the date and time of this letter, she has still failed to appear and pay.

Ms. Garnett and I talked by telephone yesterday. She acknowledged receiving the Court's order. She asked for more time to pay the bond. She said she was out of town working. I refused to grant her any more time.

I hereby apply on behalf of Ms. Thompson to dissolve the stay of execution, to dismiss her appeal and to have the Sheriff dispossess Ms. Garnett, pursuant to the terms of the Bond order. Naturally, I am available to assist to facilitate this process. Just let me know. Thank you.

Sincerely,
Patrick Watts

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FEB 06 2019

SC Court of Appeals

EXHIBIT "2"

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2019CP1800065

Viola Garnett		Junette Thompson	
---------------	--	------------------	--

PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):
 - Rule 12(b), SCRPC;
 - Rule 41(a), SCRPC (Vol. Nonsuit);
 - Rule 43(k), SCRPC (Settled);
 - Other: _____
- ACTION STRICKEN (CHECK REASON):
 - Rule 40(j) SCRPC;
 - Bankruptcy;
 - Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 - Other: _____
- STAYED DUE TO BANKRUPTCY
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 - Affirmed;
 - Reversed;
 - Remanded;
 - Other: Appellant failed to post bond; therefore the within appeal is hereby dismissed

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 2019 JAN 18 AM 10:21
 CHERYL GRAHAM
 CLERK OF COURT
 DORCHESTER COUNTY

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____

JAN 23 2019

SC Court of Appeals

INFORMATION FOR THE JUDGMENT INDEX


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

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

If applicable, describe the property, including tax map information and address, referenced in the order:

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

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.


 Cheryl Graham, Clerk of Court

2099
 Judge Code

1/18/2019
 Date

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JAN 23 2019

SC Court of Appeals

FILED-RECORDED

2019 JAN 18 AM 10:24

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF DORCHESTER

CASE NO: 2018-CV-121030-7192
Ref: 2019-CP-18-0065

JUNETTE THOMPSON
Plaintiff/Landlord,

vs.

VIOLA GARNETT

Defendant/Tenant.

ORDER
DISMISSING APPEAL

It appears from the record that the Defendant/Tenant filed an appeal to the Circuit Court on January 14, 2019 from the Application for Ejectment filed in the Magistrate's Court by Plaintiff/Landlord. Thereafter, pursuant to S.C. Code §27-40-300, the Magistrate Court held a Bond to Stay Execution on Appeal hearing January 16, 2019.

Based upon the Affidavit of the Plaintiff/Landlord, it now appears that the Defendant/Tenant failed to provide the appeal bond or pay periodic rent as due in the amount fixed by the presiding Magistrate.

Now, therefore, and pursuant to S.C. Code §27-97-130, the stay of execution shall dissolve, and the appeal by the Defendant/Tenant to the Circuit Court is hereby dismissed.

The Magistrate Court may issue a Writ of Ejectment, and the Dorchester County Sheriff's Office may dispossess the Defendant/Tenant.

AND IT IS SO ORDERED this 18th day of January, 2019.

[Signature]
Presiding Magistrate

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

2018CV1810307192
CIVIL CASE NUMBER
MAGISTRATE'S COURT

BOND TO STAY EXECUTION
ON APPEAL

Junette Thompson
102 Cobb Court
Summerville, SC 29485

*Patrick
Watts, esq -
for
landlord*

LANDLORD

Vs

Viola Garnett
407 Kingbird Rd.
Ladson, SC 29456

not present

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on , by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$ 1600 per month, due on the 1st day of each month beginning February 1, 2019 *

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejection until this matter is heard on appeal and decided by the Circuit Court.

Dated on January 30, 2019:

not present

Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejection is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on January 30, 2019

Batten

JUDGE

Summerville Magistrate
212 Deming Way, Box 10
Summerville, SC 29483
Phone: (843) 832-0370
Fax: (843) 832-0371

*\$3200 in
back rent for
December and January
due by 5:00 p.m.
January 30, 2019.
Tenant to pay
directly to LL's attorney
office (attached)*

PG

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF DORCHESTER

CASE NO: 2018-CV-181030-7192
Ref: 2019-000105

Junette Thompson
Plaintiff/Landlord,

vs.

Viola Garnett

Defendant/Tenant.

ORDER
DISMISSING APPEAL

It appears from the record that the Defendant/Tenant filed an appeal to the SC Court of Appeals on January 23, 2019 from the Application for Ejectment filed in the Magistrate's Court by Plaintiff/Landlord. Thereafter, pursuant to S.C. Code §27-40-800, the Magistrate Court held a Bond to Stay Execution on Appeal hearing January 30, 2019.

Based upon the Affidavit of the Plaintiff/Landlord, it now appears that the Defendant/Tenant failed to provide the appeal bond or pay periodic rent as due in the amount fixed by the presiding Magistrate.

Now, therefore, and pursuant to S.C. Code §27-37-130, the stay of execution shall dissolve, and the appeal by the Defendant/Tenant to the SC Court of Appeals is hereby dismissed.

The Magistrate Court may issue a Writ of Ejectment, and the Dorchester County Sheriff's Office may dispossess the Defendant/Tenant.

AND IT IS SO ORDERED this 6th day of February, 2019.

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FEB 06 2019

SC Court of Appeals

Keturia Bellows
Presiding Magistrate

EXHIBIT "3"

Rental Agreement

DL# 0114 33 987, S 250 494514

NOTE: (1) Users should look at references to SC Residential Landlord Tenant Act ("SCRLTA") in Agreement.

(2) SCRLTA may vary the terms of the Agreement.

(3) Agreement not suited for every situation. May need to include or delete provisions.

RENTAL AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF Dorchester

House lease Apartment lease Other _____

This Rental Agreement is entered into between Viola Garrett

Agent for the owner, hereinafter known as LANDLORD, and Junette Thompson

hereinafter known as the TENANT, this 12 day of 02 - 2018, at _____, South Carolina.

In consideration of the rent to be paid by the Tenant to the Landlord, the parties agree as follows:

1. PROPERTY. The property, which is the subject of this Rental Agreement, consists of the land and buildings located thereon and is known generally as 407 King Bird Rd. Ladson SC 29456

2. OCCUPANTS. Occupants of the premises shall be limited to 5 Viola Garrett

3. TERM. The Landlord leases the premises to the Tenant, subject to the provisions of this Rental Agreement, for a term of 5 years, starting 12-02-18, 2018, and ending at midnight 2024 2024. Tenant agrees to vacate the property on the ending date, leaving it clean and in good condition, free of Tenant's personal property, garbage and other waste, and to return the keys to the Landlord. Notice requirements are specified in paragraphs 18 and 19.

4. RENT. The rent for the term of this lease is 1500 and is payable in monthly installments of \$ 3200 at 407 King Bird Rd. such other place as the Landlord may designate in writing.

5. LATE CHARGE AND RETURNED CHECKS. Rent is due in advance on the first day of the month. IF RENT IS NOT PAID WITHIN FIVE (5) DAYS OF THE DUE DATE, LANDLORD MAY TERMINATE THIS RENTAL AGREEMENT. Rent paid after the fifth day of the month will be subject to a late charge of \$ 300-000. Returned checks shall be subject to a charge of \$ 300-000 plus late charge if check is not made good before the sixth day of the month. Notwithstanding, if any check of the Tenant for the security deposit or the first month's rent is returned because of insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

6. SECURITY. The sum of \$ 1600 will be deposited (interest free) by Tenant upon execution of this agreement, and prior to occupancy, to be held by Landlord until the termination of this tenancy as security for the full and faithful performance by Tenant of all the terms of this agreement. Landlord is given permission to place said security deposit with other security deposits in a separate trust account and to deduct therefrom the cost of any unusual cleaning or repairs to the property and/or any accrued rent or late charges, upon vacating of tenant. Security deposit cannot be deducted from the rent of the last month of this tenancy. If the damages sustained by the Landlord as a result of Tenant not fulfilling the entire term of this agreement equal or exceed so much of the security deposit as is left after deductions therefrom pursuant to this agreement, Landlord may elect to retain sum as liquidated damages.

7. **POSSESSION.** If there is a failure to deliver possession of the premises at the commencement of this lease, the monthly rental provided for shall be abated pro-rata on a daily basis and shall not be due until occupancy is available. The tenant, however, may notify the Landlord upon five (5) days written notice that he elects to terminate the lease for failure to deliver the premises. In such case, the Landlord shall return all prepaid rent and security deposit.

8. **INSPECTION.** It is agreed that inspection will be made within three (3) working days after Tenant has completely vacated the premises and only between the hours of 9 a.m. and 5 p.m. Monday through Friday. No inspection will be made on Holidays or weekends, and UTILITIES TO BE LEFT ON AT THE TIME OF INSPECTION. Tenant has the right to be present during the inspection, and Tenant's failure to appear at the inspection shall constitute the Tenant's agreement to accept the Landlord's Inspection Report as conclusive and final.

9. **PETS.** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. If Landlord does, at his sole discretion, consent, and if Tenant makes payment of any required pet fee, Tenant may keep and maintain the specified domestic animal upon the leased premises in accordance with the terms hereof, and any special agreements reached between Landlord and Tenant shall not be in contradiction of these terms. Tenant shall be responsible for the animal, its behavior, and any damage, over and above the pet fee, done by said animal. The Landlord will have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage caused by animal. Any special pet agreement is an integral part of this lease.

10. **CONDITION OF PREMISES.** Tenant acknowledges that he has inspected the premises and agrees that the premises and the common areas, if any, are in safe, fit and habitable condition. The electrical, plumbing, heating and air-conditioning system, if any, and any appliance furnished with the premises are in good working order.

EXCEPTIONS: Junette Shomper
Wade Gamett

11. **MAINTENANCE AND REPAIR.** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition. The Landlord further agrees to maintain in reasonably good and safe working order and condition, all electrical, gas, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances supplied by him. The Landlord agrees to comply with all obligations set forth in the South Carolina Residential Landlord and Tenant Act in Article 11, Section 21(a).

The Tenant agrees to keep the dwelling unit and all parts of the premises that he uses safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of rubbish and to keep the gutters clean and the shrubs neatly trimmed. Tenant shall dispose of ashes, garbage and other waste in a safe and sanitary manner. Tenant shall not negligently destroy, deface, impair, or remove any part of the premises or knowingly allow any person to do so.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories and commodes open, reporting any initial malfunction within five (5) days of occupancy; replace all broken windows and burned-out light bulbs; repair any damage to screens, interior walls and doors. Tenant agrees to report to the Landlord any malfunction of, or damage to, electrical, plumbing, heating or air-conditioning systems. Tenant agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises, including repairs to electrical, plumbing, heating and cooling systems as well as floor coverings, carpeting and appliances, and to pay for repairs resulting from theft, malicious mischief or vandalism by Tenant.

Tenant agrees to be responsible for, and to make at Tenant's expense all routing maintenance including, but not limited to, stoppage of sewer because of misuse, broken water pipes or fixtures due to neglect or carelessness of Tenant. Tenant is directly responsible for any damage caused by tenant's appliances and/or furniture. Tenant is responsible for changing air filters in heating and air-conditioning systems and reporting any water leaks. Tenant will be held liable for damage to heating and air-conditioning systems by filters not being kept in a satisfactory condition.

12. **PEST CONTROL.** Tenant will report any pest problem within three (3) days of possession. Tenant's failure to identify any pest problem within said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Any future infestations of any kind shall be the responsibility of () Tenant () Landlord.

13. **DAMAGE OR CASUALTY.** If the premises are damaged or destroyed by fire or other casualty to the extent that normal use and occupancy is substantially impaired. Tenant may immediately vacate the premises and notify the Landlord in writing within seven (7) days thereafter of his intention to terminate the rental agreement, in which case, the rental agreement terminates as of the date of vacating. If continued occupancy is lawful, Tenant may vacate any part of the dwelling until rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the unit. If the rental agreement is terminated, the Landlord shall return security recoverable under Paragraph 6 of this agreement and all prepaid rent. Accounting for rent in the event of termination or apportionment will be made as of the date of the fire or casualty.

14. **INSURANCE.** Tenant acknowledges that the Landlord does not carry insurance to cover the Tenant's personal property or his personal liability. Tenant is advised to obtain Renters' Insurance to protect his interests. Tenant agrees to comply in all respects with the requirements of the Landlord's present or future insurance carrier and not to permit anything to be done at or within the premises which shall cause cancellation of, or increase in the current rate of insurance thereon. Tenant agrees to obtain liability insurance to cover possible water damage should a waterbed be authorized by Landlord.

15. **UTILITIES.** Tenant agrees that he will pay for all utilities except _____ used upon and in connection with the premises by the Tenant, and in the event of Tenant's default therein, Landlord may pay the same and add the amount thereof to the installment of rent thereafter falling due hereunder, together with any penalties or interest which may have been paid by the Landlord. Tenant shall be liable for any inspections required by utility companies due to the Tenant's failure to obtain service at time of occupancy, or to maintain said service during term of this agreement.

16. **SUB-LETTING.** This Rental Agreement shall not be assigned nor shall the premises be sub-let without written consent of the Landlord.

17. **JOINT RESPONSIBILITY.** Each party who signs this Rental Agreement is responsible for rent and the obligations herein.

18. **EXTENDED TERM AND NOTICE OF TERMINATION.** At the end of the term of this Rental Agreement as set forth in Paragraph 3 above, the provisions of this Rental Agreement shall be extended for successive one month periods and be considered a month-to-month tenancy. The amount of rent may be adjusted at this time, provided Landlord gives Tenant thirty (30) days written notice prior to the adjustment. If Tenant intends to vacate the premises at the termination of this agreement or at any extension thereof, Tenant shall notify the Landlord, in writing, at least thirty (30) days prior to the expiration of the original termination of this agreement, or at least thirty (30) days prior to the date specified in the notice in the case of any extension, that Tenant intends to vacate. Any termination shall be on the last day of the calendar month, unless otherwise stated herein. If Landlord intends to end the tenancy at the termination date of this agreement, he may do so by giving Tenant at least thirty (30) days notice, in writing, of his desire to so end the agreement. Landlord may terminate any extension of this agreement by notifying Tenant, in writing, at least thirty (30) days before the date specified in the notice.

19. **NOTICE.** Any notice required or authorized to be given hereunder or pursuant to applicable law shall be sent by certified or registered mail or hand delivered to the following addresses: Tenant at the address of the premises; Landlord at the address to which rental payments are sent.

20. **SERVICE.** The name and address of the Landlord herein or the person authorized to act on behalf of the owner as agent is _____

Service of process may be made upon said agent and he is authorized to receive notice or demands under this agreement.

21. **DEFAULT.** If Tenant fails to perform any of the terms of this rental agreement, other than the payment of rent, or non-compliance with the provisions of this agreement affecting health, safety or the physical condition of the property, the Landlord may deliver written notice to Tenant specifying the breach and Tenant shall remedy the breach within fourteen (14) days. If Tenant fails to do so, Landlord may terminate this rental agreement. As to a default in the payment of rent and/or non-compliance with the provisions of the agreement affecting health, safety or the physical condition of the property, the terms of this agreement and the South Carolina Residential Landlord and Tenant Act shall apply.

22. **ENTRY BY LANDLORD. ENTRY WILL BE MADE BY THE LANDLORD IN ACCORDANCE WITH THE SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT, SECTION 25:**

- (a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- (b) A landlord or his agent may enter the dwelling unit without consent of the tenant:
 - (1) At any time in case of emergency – prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;
 - (2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to the entering, the landlord announces his intent to enter to perform services; or
 - (3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.
- (c) A landlord should not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.
- (d) A landlord has no other right of access except:
 - (1) pursuant to court order;
 - (2) as permitted by Sections 34 and 35 of Article IV;
 - (3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejection proceedings; or
 - (4) unless the tenant has abandoned or surrendered the premises.

23. **RULES AND REGULATIONS.** The common area facilities, if any, when open and operating are subject to applicable rules and regulations posted by the Landlord. Parking is provided in designated parking areas and only for the vehicles belonging to the Tenants and their guests. No trucks over 1-ton GVWR, tractors, boats, trailers or other vehicles will be permitted to be parked at the premises without written permission of the Landlord. Parking on any grass area is expressly prohibited. The Landlord has the right to tow away and store at the Tenant's

expense any vehicles parked or abandoned which become a nuisance to the premises, such as wrecked or disabled vehicles or vehicles not currently registered or licensed under applicable law. Auto repairs requiring disassembly of auto are not permitted without written permission of the Landlord. Tenant shall occupy the premises only as a dwelling unit and shall not create or permit any nuisance, nor create any disturbance, nor conduct or permit any illegal activities thereon. Tenant agrees to observe faithfully all rules and regulations that the Landlord now has, or may hereafter adopt for the uses of the premises to include any restrictive covenants in effect within the community and/or legal jurisdiction.

24. **ALTERATIONS.** Tenant is forbidden to change any locks, add any additional locks, or remove any existing locks without prior written consent of the Landlord. Furthermore, without prior written consent, the Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter the walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork, or any other part of the premises inside or out. Any wall decorations must be hung with "bulldog" type hangers. Any alteration or improvements made by the Tenant including any fixtures, carpeting, painting, wallpaper, shrubs or any other plants shall become a part of the premises unless otherwise specified by the Landlord in writing. Upon termination of the lease, the Tenant shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, shrubs or any other plants which Landlord has accepted. If Tenant fails to do so, Tenant will promptly reimburse the Landlord for any expenses required to so restore the premises.

25. **MILITARY CLAUSE.** If Tenant is a member of the Armed Forces of the United States, stationed in the Tri-County area and shall, after the first six (6) months of this tenancy receive permanent change of station orders out of the Tri-County area, Tenant may, upon presentation of a copy of said orders or transfer to the Landlord, along with thirty (30) days written notice of intent to vacate, and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the Service Member's control, or acceptance of Government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered under this section.

26. **APPLICATION.** Tenant acknowledges that Landlord has relied on the information provided by the Tenant in the rental application. If any material facts stated in the application are untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from the Tenant any damages resulting therefrom including reasonable attorney fees. Tenant and only those persons named in the application shall occupy or use the premises as a residence.

27. **ABANDONMENT.** The unexplained absence of a Tenant from premises for a period of fifteen (15) days after default in the payment of rent shall be constructed as abandonment of the premises. When premises has been abandoned, or the rental agreement has come to an end and the Tenant has removed a substantial portion of his property or voluntarily and permanently terminated his utilities, and has left personal property on the premises with a fair-market value of five hundred (\$500.00) dollars or less, the Landlord may enter the premises, using forceable entry if required, and dispose of the property. All property not covered by this section will be handled under the provisions of Code of Laws of South Carolina for 1976, Sections 27-37-10 to 27-37-150. If Tenant abandons the unit, he shall be liable for the rent for the remaining term of this agreement pursuant to and subject to Section 35(b) of the South Carolina Residential Landlord and Tenant Act.

28. **LIMITATION OF LIABILITY.** If property described in this rental agreement is delivered to a bonafide purchaser in a good faith sale, Landlord is relieved of liability under this agreement for acts and events occurring after written notice to the Tenant of the conveyance.

29. **MISCELLANEOUS.** This Rental Agreement expresses the entire agreement of the parties. No agreement, statement, representation, promise, etc. shall bind either of the parties unless it is in writing and contained in this agreement.

30. OTHER TERMS, CONDITIONS, ADDENDA: _____

This Rental Agreement is made pursuant to the South Carolina Residential Landlord and Tenant Act and the provisions of said Act shall control. EACH PARTY ACKNOWLEDGES THAT THIS RENTAL AGREEMENT HAS BEEN READ PRIOR TO SIGNING AND THAT THE TERMS ARE AGREED TO.

LANDLORD: Company Junette Thompson TENANT Wida Gurnell
By _____ By _____
Witness Richard Adria Witness _____

CToR form, 3/88

The above signed Junette O Thompson did appear before me this 3rd day of December, 2013 and swore under oath as to the validity of the foregoing instrument.

Karl Klein
[Signature]
Commission Expires 7-13-2028

KARL KLEIN
Notary Public - State of South Carolina
My Commission Expires July 13, 2028

ADMITTED
SOUTH CAROLINA
NEW YORK

WILLIAM B. JUNG, ESQ.
BOWMAN CENTER
1156 BOWMAN ROAD, STE. 200
MOUNT PLEASANT, S.C. 29464
PHONE (843) 576-4200
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EMAIL: bradjung@msn.com
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March 20, 2019

The Hon. Jenny Abbott Kitchings
Clerk of Court
S.C. Court of Appeals
1220 Senate Street
P.O. Box 11629
Columbia, S.C. 29211

RECEIVED

MAR 21 2019

SC Court of Appeals

Re: Junette Thompson v. Viola Garnett
Appellate Case No.: 2019-000105

Dear Madame Clerk:

I represent Plaintiff/Respondent Junette Thompson on the above appeal.

I am writing to file the Plaintiff/Respondent's Motion to Lift the Automatic Stay pursuant to SCRAP 241. An original and 6 copies of this Motion and Supporting Memorandum are enclosed. A proof of service is attached to the Motion. I am mailing a copy of this letter and a copy of all of the enclosures to all person's noted below. My check for \$50.00 is also enclosed.

Please file the same. Thank you for your courtesy.

Sincerely yours,



William B. Jung

WBJ:wbj

Encl.

cc. Viola Garnett
Junette Thompson
Patrick Watts, Esq.

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MOUNT PLEASANT, S.C. 29464

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MAR 21 2019

SC Court of Appeals

The Hon. Jenny Abbott Kitchings
Clerk of Court
S.C. Court of Appeals
1220 Senate Street
P.O. Box 11629
Columbia, S.C. 29211



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